

TERMS AND CONDITIONS OF SALE

1. The Calysta Approach

These general terms and **conditions** ('Terms') have been drafted to be **simple, clear, understandable** and **accessible**. **Plain language is used** wherever possible. These Terms are intended to: (i) clarify the relationship between Calysta and the customer, as set out and defined in the Agreement of which these Terms form an integral part ("Customer"), and (ii) **prevent disputes**.

By signing these Terms, you (i) confirm that you have read them and (ii) indicate that you accept them in full and without reservation.

Calysta and any party bound by these Terms agree to apply them in **good faith** and to the exclusion of any other terms.

2. What are Calysta's obligations?

- a. Calysta NV/SA, a public limited company incorporated under Belgian law, registered under number BE 0686.655.773, with its registered office at 5A Lambroekstraat, 1831 Diegem (Belgium), its employees and representatives ('Calysta') shall provide the services as set out and defined in the Agreement ('Services') in **a timely and professional manner; however, Calysta does not guarantee a specific result** and shall only be bound by an obligation of reasonable effort.

If the Services do not meet the above standards, Calysta **shall**, where appropriate, **perform them again free of charge**.

3. What does Calysta require from you in order to provide its Services?

- a. You must:
 - **cooperate with Calysta** in all matters relating to the Services;
 - provide Calysta, **in a timely manner**, with the information and documents it requires to provide its Services, and ensure that this information is complete, accurate and up to date;
 - provide Calysta with **contact details** (postal or email address) that are **always up to date**;
 - **obtain** and maintain all **necessary licences and consents** required for the Services;
 - comply with all **applicable laws**; and
 - comply with any **additional obligations** as agreed.
- b. **If you fail to comply** with the obligations set out above, or if you prevent or otherwise delay the performance of Calysta's obligations under the Contract ('Client Default'):
 - Calysta may **suspend the provision of its** Services until you have remedied the Client's Default;

- Calysta **shall not be liable** for any costs or losses you may incur as a result of the Client's Default; and
- **you shall reimburse Calysta** for any costs or losses it incurs as a result of the Client's Default.

4. What are our fees, charges and expenses?

- a. Unless there is a written fee agreement providing for a different arrangement, Calysta is entitled to charge fees ("Fees") and you agree to pay them in accordance with Calysta's standard fee rates ("**Standard Rates**").

By signing these Terms, you (i) confirm that you have read these standard rates and (ii) indicate your willingness to accept them.

In the event of any changes to these standard rates, the new rates will be communicated to you by email.

You have 7 days from the date of notification to respond in writing. You will then be deemed to have accepted the amended rates, and these will automatically apply to your contract.

- b. You agree that Calysta may invoice you for the cost and/or expenses of **services provided by third parties, or for any taxes or equivalent costs charged by the relevant authorities and/or governments** necessary for the performance of the Services ('Charges') (except where the third-party provider invoices you directly for the Charges). These Charges may be subject to administration fees and/or foreign exchange risk charges applied by Calysta.
- c. You agree that Calysta may invoice you for all Fees reasonably incurred in the performance of the Services, including travel, accommodation, subsistence and associated costs ('Expenses').
- d. You agree that if Calysta provides an **estimate** of its Fees, Charges or Expenses, this estimate is **indicative** and valid for a period of 30 calendar days.
- e. You agree that Calysta shall, at any time, be entitled to require and invoice for an advance payment, either before the commencement of or during the performance of the Services.
- f. You agree to pay Calysta's invoices **within 30 days** of the invoice date.
- g. All quotations and standard rates are exclusive of VAT. However, you agree that Calysta may charge you the applicable VAT at the time of payment for the provision of the Services.
- h. You must raise any dispute regarding an invoice within 15 days of its issue.
- i. In the event of non-payment or late payment, interest shall be due *automatically*, without the need for formal notice, and shall be calculated at the interest rate set by the Act of 2 August 2002 concerning late payment in commercial transactions, plus a fixed penalty of 10 per cent of the invoice amount, subject to a minimum of EUR 40.
- j. The application of the rules set out in this clause is without prejudice to Calysta's right to claim any recovery costs (, administrative costs, etc.) incurred as a result of non-payment.

The reminder fee for each additional reminder is EUR 30 plus the postage costs applicable at the time of dispatch.

➤ Calysta may **suspend** the provision of its Services.

- k. You agree that all amounts due under the Agreement must be paid in full, **without any set-off or deduction**.

5. How do we handle intellectual property rights arising from the Services?

- a. Calysta is the sole owner of all intellectual property rights relating to the deliverables it provides as part of the Services. Deliverables refer to specific tangible or intangible final products or elements provided by Calysta to fulfil the requested services ('deliverables').
- b. **A** fully paid-up, worldwide, non-exclusive, royalty-free and irrevocable **licence** to copy and use the **deliverables** within your business.

6. 's Limitations of Liability

- a. Calysta's total **liability** for any damages it may cause you (including the loss of an intellectual property right) arising out of the relationship between the parties, whether in contract or tort, **is limited to a minimum of** EUR 250,000 or a maximum of 300 per cent of the total fees you have paid to Calysta in connection with the Services giving rise to the damages.
- b. The right to compensation shall lapse if you do not bring proceedings within 3 months of the date on which you became aware of our breach of any of our obligations or of any other event giving rise to Calysta's liability.
- c. The limitations in this clause do not apply to:
- death or personal injury; or
 - losses resulting from fraud or gross negligence on the part of Calysta.
- d. **You agree that Calysta shall never be liable** for your loss of profits, turnover, anticipated gains or for any indirect or consequential loss.

7. What are the parties' confidentiality obligations?

- a. **Neither party shall disclose** any confidential information relating to the other party's business, affairs, customers or suppliers, except in the cases permitted below.
- b. **Each party may disclose** the other party's confidential information:
- to its employees, advisers or subcontractors who need to know such information for the purposes of the Services. In such cases, the disclosing party shall ensure that its employees, advisers and subcontractors who receive such information comply with this Clause 7; and
 - as required by law, a competent court or any government authority.

8. Suspension of Services

- a. You agree that Calysta shall be entitled to **suspend** the provision or performance of the Services, including ongoing Services, if you fail to pay any amount due

under the Contract within 30 days of the invoice date or if you fail to comply with any other obligation under the Contract, including the obligations set out in clause 3.a.

- b. In the event that Calysta suspends the supply or performance of the Services, **it shall not be liable** for any costs or losses you may incur as a result of such suspension.

9. Circumstances beyond our control – Force Majeure

Neither party shall be liable for any delay or failure to perform these Terms (other than the payment of any sum due hereunder) if such delay or failure is due to causes beyond its reasonable control ('*Force Majeure*'), such as, but not limited to, fire, flood, strike, labour dispute or other industrial unrest, war (whether declared or not), embargo, blockade, legal restrictions, riots, insurrections, government regulations and the unavailability of means of transport.

10. Customer Portal

In order to improve Calysta's interaction with its customers and their access to information concerning them, and to enable a more flexible means of communication and information transfer, Calysta has set up an online portal for its customers ('the Customer Portal' or 'the Software as a Service (SaaS)'). The terms of use for this Client Portal are set out in **Appendix 1** and form an integral part of our General Terms and Conditions.

11. Protection of personal data

Calysta processes personal data in the course of providing its Services in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

12. Miscellaneous

- a. These Terms shall always apply and shall supersede any other agreement between the parties, unless a written agreement is concluded between the parties expressly excluding the application of these Terms.
- b. If any provision of these Terms is **invalid, unlawful or unenforceable**, the parties shall negotiate in good faith to amend that provision so that it achieves the commercial result intended by the original provision, without rendering the Terms void.

13. Amendments to these Terms and Conditions

Calysta may, from time to time, amend these Terms and Conditions. Any amendments made by Calysta will be published on its website and, where applicable, notified to you by email. Calysta therefore encourages you to review these Terms and Conditions regularly to check for any updates or amendments that may have been made.

You have 7 days from the date of notification to respond in writing. You will then be deemed to have accepted the amended Terms and Conditions, which will automatically apply to your contract.

14. How do we resolve disputes?

- a. Both parties shall endeavour to resolve any dispute **amicably within 30 days of the other party receiving notice of the dispute**. If they are unable to do so, the courts of **Brussels shall have** exclusive jurisdiction to settle any dispute relating to these Terms and Conditions.
- b. These Terms and Conditions are governed by **Belgian law**.

APPENDIX 1 – Customer Portal (Terms of Use)

These Terms of Use ('the Terms of Use') are legally binding and apply to the use of the Customer Portal, including the use of the information provided therein. The Terms of Use must be read in conjunction with all terms governing our relationship with our customers; they supplement both our General Terms and Conditions and our Privacy Policy (available on our website). In the event of any conflict between the Terms of Use and our General Terms and Conditions, the Terms of Use shall prevail in relation to the use of the Customer Portal.

By accessing the Client Portal, you agree to be bound by these Terms of Use and you have the authority to bind the client/authorised user to them. If you do not agree to these Terms of Use, you must refrain from using the Client Portal. If you continue to use it, you will be deemed to have accepted these Terms of Use.

Any amendment to these Terms of Use, as well as any addition or omission, may only be agreed in writing with the mutual consent of the parties and duly signed by them. We reserve the right to terminate your access to the Client Portal with immediate effect if you fail to comply with the Terms of Use.

In these Terms of Use:

- ▲ The terms 'we', 'us' and 'our' refer to Calysta. 'Calysta' means Calysta NV/SA, a public limited company incorporated under Belgian law, registered under number BE 0686.655.773, with its registered office at 5A Lambroekstraat, 1831 Diegem (Belgium);
- ▲ The term 'the Customer' refers to any customer to whom Calysta has invoiced for services and/or for whom Calysta is designated as the representative of intellectual property assets in the official registers and authorised to use the Customer Portal;
- ▲ The term 'Authorised User' refers to a person who is not a Client but who is expressly authorised by Calysta to use the Client Portal on behalf of a specific Client;
- ▲ The term 'you' refers to any user of the Client Portal, i.e. a Client or an Authorised User.



1. Accessing and using information on the Client Portal

We have the exclusive right to decide which types of documents and data may be downloaded or viewed on the Client Portal.

In order to access the information provided on the Customer Portal, you may need to use a specific user ID, an email address or other login details, such as a password (**Login Details**). You must not disclose your Login Details to anyone, nor allow anyone to access the Customer Portal using your Login Details. Should the Customer wish a third party to have access to the Customer Portal, we must approve this in writing so that the third party may become an 'Authorised User'. In such cases, we will provide that third party with their own personal Login Details. We therefore have the exclusive right to decide whether to grant access to any third parties proposed by the Customer and thus to determine who may become an Authorised User.

You are solely responsible for (1) monitoring, controlling access to and maintaining the strict confidentiality of your username and password, (2) to prevent any other person from using your username or password, (3) for any changes or damage that may arise as a result of your failure to maintain the strict confidentiality of your username and password, and (4) to notify us promptly in writing of any need to deactivate a username due to security or other issues. We shall not be liable for any loss or damage arising from the misuse or theft of usernames or passwords, their disclosure, or your authorisation of another person or entity to access and use the Customer Portal using your username or password.

You are prohibited from accessing the Customer Portal for any **unlawful** purposes.

You must take all **necessary precautions** to ensure that your process of accessing the Customer Portal does not expose you to the risk of viruses, malicious computer code or other forms of interference that may damage your own computer system. For the avoidance of doubt, we accept no liability for any interference with or damage to your own computer system resulting from your use of the Customer Portal.

You agree to **indemnify** us, as well as our employees and agents, against all actions, claims and demands (including the costs of defending any such action, claim or demand) that may be brought against us as a result of a breach of the Terms of Use by you or by any person using your Login Details (whether or not you have authorised them to do so).

In order to keep a record of use of the Customer Portal, Calysta has set up a system whereby access to and operations on the Portal are **logged**. You agree that such records shall constitute evidence thereof.



2. Disclaimers regarding information on the Customer Portal

The information we provide on the Customer Portal is provided in **good faith**. It is provided 'as is', and all users must verify it before using it in any way. Consequently, we do not guarantee that the information contained on the Customer Portal is reliable, accurate or complete, nor that your access to it will be uninterrupted, continuous or secure. We accept no liability for any losses incurred as a result of your reliance on the accuracy or timeliness of the information contained on the Customer Portal.

In particular, where the information made available on the Customer Portal contains the opinions or judgements of third parties, we do not endorse its content, accuracy or reliability.

3. Specific use of the Client Portal

a. Viewing and downloading documents, data and other information by the Client or the Authorised User

When viewing or downloading documents, data or other information from the Client Portal, the Client or Authorised User shall **ensure that they do not alter them** in any way.

Uploading of documents, data and information

We are not responsible for verifying the origin, accuracy or completeness of any documents, data or information uploaded to the Client Portal by the Client or the Authorised User. The Client or the Authorised User must ensure that any documents, data or information they upload to the Client Portal **may be lawfully uploaded**.

b. Giving instructions

Any instruction given to us via the Client Portal is **irrevocable**, unless we confirm its revocation or amendment before it is executed. Evidence of the instruction (or lack thereof) given to us by the Client or the Authorised User may be based on the information contained within the Client Portal.

4. Service availability

We will do our **best** to ensure that the Customer Portal is available **24 hours a day**. However, we do not represent or warrant that the service will be available 24 hours a day, as a third party is responsible for providing the software and hosting for the Customer Portal. You accept and acknowledge that the Customer Portal may occasionally be unavailable due to routine maintenance, service upgrades or other mechanical or electronic faults.

5. Limitation of Liability

You agree that we **shall not be liable** for any errors, omissions, interruptions, deletions, communication line failures, defects, delays in operation or transmission, theft,

destruction or unauthorised access to the Customer Portal. Similarly, we accept no liability for technical problems or malfunctions affecting any network, telephone line or fibre-optic line, online computer systems, servers or providers, computer equipment, software, the failure to receive any of our emails due to technical issues or heavy traffic on the internet or on any website, or any combination of these, including any damage to your computer or peripherals arising from the use or downloading of any material from the Customer Portal.

We accept no liability for any loss or damage, whatever the cause (including negligence), that any person may suffer, directly or indirectly, arising from your use of the Customer Portal or from your reliance on the information contained on or accessed via it. You acknowledge that the Customer Portal is hosted by a third party and, without limiting the terms of this disclaimer, that we are not liable for the acts or omissions of any third party.

This disclaimer contained in the Terms of Use is not intended to exclude or limit liability where such liability cannot be lawfully excluded or limited. In particular, nothing in the Terms of Use is intended to limit or exclude any liability for fraud.

You agree that the limitations and exclusions set out in the Terms of Use are **reasonable**, within the scope of your authorised use of the Customer Portal.

6. Intellectual Property

a. General

Unless expressly authorised in accordance with the Terms of Use or by us for a specific Client, you are strictly prohibited from using any part of the Client Portal or sharing any data or information from it for purposes other than the Client's business activities, without our prior written consent. Unless expressly authorised by us, you may not commercialise any data, information, products or services obtained from any part of the Client Portal.

Any adaptation, reproduction, distribution, publication or creation of derivative works of any part of the Customer Portal, or of any data or information contained therein, is subject to our rights, in accordance with Article 6 of the Terms of Use.

The intellectual property rights in the Customer Portal, including, but not limited to, copyright (including text, graphics, logos, icons, sound recordings, graphical user interfaces and software), may be owned by us or licensed to us. Information obtained from a third party may be subject to intellectual property rights held by that third party.

b. Patent

The technology of the Customer Portal is protected by patent BE1029115B1, which we own.

c. Trademarks



The Customer Portal includes various registered trademarks owned by us, including, amongst others

EU figurative trademark registered under number 018002551  EU semi-

figurative trademark registered under number 018002552 

EU word trademark registered under number 017523581 **CALYSTA**

You are not permitted **to use** any of our registered trademarks

- ▲ in connection with activities, products or services that are not ours;
- ▲ in a way that could be confusing, misleading or deceptive;
- ▲ in a manner that disparages us or discredits our information or services (including the Customer Portal).

You must not authorise or assist anyone in carrying out any of the acts specified above.

d. Ownership

For any items not covered by points 6. a, b and c, all content, including images and documentation published on the Customer Portal, is the **property of Calysta**, unless otherwise stated.

7. Restricted Use/Confidentiality

Unless otherwise agreed in writing by us, you are granted access to the Client Portal for your own use, solely in the context of your relationship with Calysta. Without limiting the foregoing, you may not, without our written authorisation, sell or share with any third party any information obtained from the Client Portal. These **confidentiality obligations** do not apply to information that is already in the public domain, other than as a result of a breach by you of this obligation, or where disclosure is required by law or a regulatory body.

Unauthorised copying of the Portal or any part thereof is **expressly prohibited**. You agree not to copy or duplicate the Customer Portal or any part thereof. Similarly, you are not permitted to allow others to (attempt to) create, through reverse engineering or any other means, the SaaS or any part thereof from the Portal or other information made available under the Terms of Use.

8. Privacy Policy

We undertake to comply with the terms of our privacy policy, which is available at [http://www.calysta.eu/wp-content/uploads/2018/12/Calysta-privacy-policy Website.pdf](http://www.calysta.eu/wp-content/uploads/2018/12/Calysta-privacy-policy%20Website.pdf)



9. Information Security

Unfortunately, no data transmission over the internet can be guaranteed to be completely secure. Although we endeavour to protect this information, **we cannot guarantee** or assure the security of the information you send to us via the Customer Portal, or vice versa.

10. Annual subscription fee

Following a free 3-month trial period and subject to your explicit acceptance, access to the Portal (Silver and Gold versions) is subject to the payment of an annual fee in advance.

Unless otherwise notified one month before the expiry of the subscription, it will be **automatically** renewed for a period of one year.

This annual fee does not cover the integration and updating within the Portal of data relating to intellectual property rights for which CALYSTA is not responsible (i.e. portfolios of intellectual property rights managed by another intellectual property firm or directly by you). Such integration and updates may be handled by CALYSTA on the basis of a flat-rate fee communicated in advance and to which you give your consent.

11. Termination and suspension of access

Access to the Client Portal may be amended by us at any time, without prior notice. It may be terminated subject to **reasonable notice** and, in any event, at the point at which you cease to be a Client. Nevertheless, the Terms of Use shall remain in force after termination.

Furthermore, access to the Customer Portal may be **suspended** should the Customer fail to fulfil their obligations under our relationship, in particular in the event of non-payment of our invoices.

Should you wish to receive any information stored on the Customer Portal upon termination of your access, you must notify us by email within six months. After this period, we shall no longer be obliged to provide any data that is or was held on the Customer Portal.

12. Termination of the relationship

In the event of termination of the relationship between us and the Client, the Client (or their Authorised Representative) must **retrieve**, from the Client Portal, the relevant data and information (as at the date of termination of the relationship), in order to transfer the necessary information and documentation to the person taking over our



role. This retrieval must take place no later than two weeks after the end of the relationship.

13. Cookies

We may collect general information such as the pages you access, the date and time of your visit, your IP address, the domain names and the countries from which you access the Customer Portal. This includes the use of 'cookies'. You can configure your browser to refuse all or some cookies, or to alert you when websites set or access them. If you disable or refuse cookies, please note that certain parts of the Customer Portal may become inaccessible or may not function properly.

14. General

We accept no liability for any failure to comply with the Terms of Use or our commitments regarding the Customer Portal, where such failure is due to circumstances **beyond our control**. If, in any instance, we waive any of the rights available to us under the Terms of Use, this does not mean that we will automatically waive them on any other occasion. Indeed, if any provision of the Terms of Use is deemed invalid, unenforceable or unlawful for any reason, the remaining provisions of the Terms of Use shall nevertheless remain in full force and effect.

APPENDIX 2 – Trademark Protection Pack (TPP)

General Terms and Conditions of Sale

These general terms and conditions apply to any person wishing to use the Trademark Protection Pack (hereinafter the 'TPP') service offered by Calysta.

Their purpose is to set out the various terms and conditions governing the customer's subscription to this package.

The terms described above apply solely to customers subscribing to the TPP in connection with the filing and management of their trademarks.

These general terms and conditions specific to the TPP are in addition to the general terms and conditions applicable to all services offered by Calysta, as well as the terms of use of the portal. In the event of any conflict or discrepancy between the provisions of these general terms and conditions relating to the TPP and those governing all services and/or the terms of use of the Portal, the provisions of these terms and conditions shall prevail.

Calysta may, from time to time, amend these Terms. Any amendments made by Calysta will be published on its website and, where applicable, notified to you by email. Calysta therefore encourages you to review these Terms regularly to check for any updates or amendments.

1. Purpose

The TPP offered by Calysta allows you, in return for a fixed monthly payment, to access the services set out in Article 2 of these Terms, without any additional charges being invoiced for the provision of the services, except for costs expressly designated as not covered by the fixed monthly payment, and subject to the conditions specified below.

The proposed TPP applies only to Benelux, French and EU trademark applications.

2. Services included

The following services are included in the TPP and, consequently, will not incur any additional charges during the term of the TPP:

- Advice on and drafting of the class(es) for the trademark to be protected;
- Official fees
- Filing and administrative follow-up of your trademark until registration,
- Handling of any objections raised by the Office (challenges to the distinctive character of the trademark or to class descriptions);
- Handling of any opposition(s) lodged by a third party (*'passive' opposition*) against your trademark;



- Handling any cancellation proceedings brought by a third party ('passive' cancellation proceedings) against your trademark;
- Monitoring of your trademark in trademark registers and our initial opinion on the relevant results;
- Access to our Client Portal ('basic' version) if you do not already have access to our portal;

Each TPP is limited to a single trademark and a single territory.

3. Duration

The TPP will come into force for a period of 10 years (the term of a trademark), commencing on the date of filing of the trademark covered by the TPP with the Benelux Office for Intellectual Property – OBPI (Benelux trademark), the National Institute of Intellectual Property – INPI (French trademark) and the European Union Intellectual Property Office – EUIPO (EU trademark), and will remain in force until the first renewal date. The TPP may be renewed for a further period of 10 years.

During the first 36 months following the commencement of the subscription, you may request early termination of the TPP before the end of the ten (10) years, subject to giving one (1) month's notice, given in writing and subject to payment of a sum equal to the total amount of the monthly instalments remaining due until the end of the first thirty-six (36) contractual monthly instalments. At the end of this initial period of thirty-six (36) months, you may terminate the contract at any time, subject to one (1) month's notice, given in writing. No payment will be required in the event of the trademark being completely removed from the register following an objection by an Office or an opposition by a third party.

This amount shall be payable within thirty (30) days of the effective date of termination.

In the event that Calysta issues unfavorable recommendations regarding the filing of a trademark for the proposed sign, Calysta reserves the right to refuse to file the analyzed sign. In this case, we will invite you to amend the application so that you may continue to benefit from the subscription service. In the event of a refusal, and should Calysta file your trademark in accordance with the negative recommendation whilst you refuse to amend the sign, this filing will be invoiced in accordance with our standard rates for the filing of a trademark as filed.

Termination of the TPP, for whatever reason, will result in the cessation of access to the services subscribed to with effect from the date of termination. Any financial obligations remaining due in respect of the contractual period or the penalty clause shall remain payable.

In the event of a breach of these terms and conditions, the general terms and conditions of sale or the terms of use of the portal, which remains unresolved for a period of at least 30 days following notification of the breach, Calysta is entitled to terminate the TPP automatically on the grounds of a breach of contractual obligations.



4. Price

The price of the TPP is provided to you by Calysta based on the trademark and the territory covered by the application.

This price is fixed for a period of 10 years.

For any services not covered by the TPP, Calysta will inform you of the fees applicable to the service, as well as an estimate of the budget required.

These amounts will be invoiced in accordance with the rules set out in Calysta's general terms and conditions of sale.

5. Direct Debit

Under the TPP, you undertake to pay the sums due exclusively by direct debit, in the form of a SEPA direct debit.

No later than the time of filing the trademark covered by the TPP, you undertake to provide a duly completed and signed SEPA direct debit mandate, accompanied by your bank account details.

This mandate authorizes Calysta to automatically debit, from the specified account, all sums due in relation to the TPP.

Direct debits will be taken on a monthly basis on the date specified by Calysta.

In the event of a direct debit being rejected for any reason whatsoever (insufficient funds, objection, account closure, etc.), you will be notified immediately and will have a period of eight (8) calendar days to rectify the situation.

Any rejected direct debit that is not rectified within this period may result, as of right and without prior notice, in the termination of the TPP for non-payment. Where applicable, Calysta is entitled to demand payment of the outstanding monthly instalments, without prejudice to the right to claim additional compensation such as interest on arrears and any bank charges.

You undertake to maintain a valid and active direct debit authorization for the entire duration of the TPP. Any unilateral withdrawal or revocation of the authorization, without legitimate reason or without simultaneously setting up a new payment method accepted by the service provider, shall constitute a breach of contract justifying the termination of the TPP at the customer's fault, under the conditions set out above.