

---

# TERMS AND CONDITIONS OF USE FOR MANGOPAY SERVICES

## E-MONEY

*Version for customers of UK platforms*

---

**Important:** Your Mangopay Account is not a bank account. The Financial Services Compensation Scheme (FSCS) in the United Kingdom does not apply to your Mangopay Account, but your funds are protected through the applicable safeguarding mechanisms. To help you understand the differences between a bank account and an e-money account, you can check the [FCA's website](#).

Version in force from 2 October 2024

### Introduction

MANGOPAY U.K. Ltd is a company incorporated under the laws of England and Wales with company number 14111900 and with registered office at 110 Fetter Lane, London, United Kingdom, EC4A 1AY ("Mangopay", "we", "us" or "our").

Mangopay offers a payment solution (the "**MANGOPAY Solution**") integrated via API on online platform operators' websites or mobile applications, through which Mangopay accepts and processes payments on behalf of the users of such platforms. Mangopay's services also include an e-money account which enables the platform user to hold the funds received, in e-money, as well as to make payments to other users.

Mangopay is an Electronic Money Institution, authorised by the UK's Financial Conduct Authority ("FCA") under the Electronic Money Regulations 2011 (FCA reference number 984753 for the issuance of electronic money and the provision of payment services).

### Section 1. Definitions

Capitalised terms used in the Terms and Conditions have the meanings set out below.

<b>Account or Mangopay Account</b>	means the E-money wallet provided by us for storing the E-money you hold.
<b>AML/CFT</b>	means anti-money laundering and counter-terrorist financing.
<b>Business Day</b>	means Monday to Friday, excluding public holidays, in the United Kingdom.
<b>Data</b>	means your personal data that Mangopay collects and processes in connection with the provision of Mangopay Services.
<b>E-money</b>	means stored monetary value as defined in the E-money Regulations 2011 which is represented by a claim on us. E-money is issued on receipt of funds relating to Transactions or to a Top-up. The E-Money you hold is stored on

your Mangopay Account.

<b>External Account</b>	means the external payment account or external bank account that you have registered with us for the purpose of E-money redemption.
<b>External Method of Payment</b>	means the payment methods and/or instruments offered to a Payer by a Third-Party PSP to carry out a Transaction or a Top-up on the Platform.
<b>Platform Agreement</b>	means the agreement you have entered into with the Partner to use its services and Platform.
<b>Identity Data</b>	means the data that you must provide to us to subscribe to Mangopay Services.
<b>Interface</b>	means the user interface made available to you by the Partner on its website or mobile application (the Platform).
<b>Legitimate Ground</b>	means (i) any case where Mangopay has reason to believe, on reasonable ground(s), that there is a risk with respect to the Transaction(s) Mangopay is processing, such as, but without limitation, in case of risk of fraud, risk of chargeback or risk of dispute of any kind, (ii) any case where Mangopay has reason to believe, on reasonable ground(s), that You will not meet your obligation(s) under the Terms and Conditions, (iii) any case where You breach your obligation(s) under the Terms and Conditions, (iv) any case where Mangopay is not able to verify your identity, (v) any case of dispute regarding your Mangopay Account or (vi) any case where requested by an authority and/or mandated by law.
<b>Method of Payment</b>	means an External Method of Payment and/or Mangopay Method of Payment.
<b>Mangopay Methods of Payment</b>	means the payment methods and/or instruments accepted by Mangopay, and which are offered to a Payer to carry out a Transaction or a Top-up on the Platform.
<b>New User</b>	means a user of the Platform that uses Mangopay Services for the first time.
<b>Partner</b>	means the entity incorporated in the UK that operates the website or mobile application (the Platform) that you use and that has integrated the MANGOPAY Solution to process payments on its Platform.
<b>Payer</b>	means a person who makes a payment to you on the Platform via the MANGOPAY Solution.
<b>Payment operation</b>	Means all the payment operations executed by Mangopay as part of the Services provided to you, including Transactions, Transfers, and Redemptions.
<b>Payment Services</b>	means certain payment services as defined in Payment Services Regulations 2017 (PSRs) that we provide to you as part of Mangopay Services. These Payment Services include the acceptance and processing of Transactions in

order to issue to you the corresponding E-money amount.

<b>Platform</b>	means the website or mobile application operated by the Partner that integrates the MANGOPAY Solution in order to process payments via the Methods of Payments.
<b>Redemption</b>	Means the pay out or transfer, at par value, of the monetary value of E-money on your Mangopay Account to your External account.
<b>Reserve</b>	means a minimum amount of funds that you must hold in your Mangopay Account which is reserved by Mangopay and which is temporarily not available for E-money redemption to your External Account. The amount of the Reserve may correspond (i) to a percentage of the Transactions received on your Mangopay Account on a given frequency or (ii) to a lump sum.
<b>Services or Mangopay Services</b>	means all of the services we provide to you under these Terms and Conditions, including: the issuance and management of E-money on your Mangopay Account, the associated Payment Services, the execution of an E-money Transfer and the Redemption of your E-money, as well as any other services described in these Terms and Conditions, its annexes or any specific terms and conditions where applicable.
<b>Supporting Document</b>	means any supporting document that we request from you in order to validate or verify your identity.
<b>Terms and Conditions</b>	means these terms and conditions for the use of Mangopay Services.
<b>Third Party PSP or PSP</b>	means any payment service provider other than Mangopay.
<b>Top-up or E-money top-up</b>	means the e-money that Mangopay issues on your behalf on receipt of funds that you transferred via the MANGOPAY Solution. The e-money you hold following a Top-up is stored on your Mangopay Account and can be used to perform a Transfer.
<b>Transaction</b>	means the funds that a Payer transfers to you via the MANGOPAY Solution, which we collect in order to issue E-money on your behalf.
<b>Transfer or E-money Transfer</b>	means a transfer of E-money initiated from your Mangopay Account to another Mangopay Account or received on your Mangopay Account from another Mangopay Account (in relation to the use of the Platform).

## Section 2. Purpose and scope of the Terms and Conditions

These Terms and Conditions govern the Mangopay Services we provide to you. By "**you**" (or "**your**", "**yours**") we mean any person who subscribes to the Partner's services via its Platform who uses the Mangopay Services in context of their activities on the Platform, for instance to receive payments. Mangopay Services may only be used in connection with your activities on the Partner's Platform.

These Terms and Conditions shall not apply to any person who has accepted them online who does not have the status described above. In particular, these Terms and Conditions do not apply to persons who use the Platform solely for the purpose of making a payment to another user using one of the proposed Methods of Payment. We invite these individuals to consult our Privacy Policy (<https://mangopay.com/privacy-and-cookie-policy>) to find out specificities of the data we collect when processing their payments.

**Please read these Terms and Conditions carefully before you use Mangopay Services. These Terms and Conditions (together with any other documents referred to here) tell you who we are, how we will provide our Services to you, how our agreement with you may be changed or ended, what to do if there is a problem as well as other information that may be of importance to you.**

A copy of these Terms and Conditions will be made available to download. You can always find the latest and the previous version of these Terms and Conditions on our website. You can ask us to provide you with a copy of these Terms and Conditions by contacting us using details in the “contact” section of our website.

The Partner operating the Platform will assist you throughout your use of our Services. Thus, for any question relating to these Terms and Conditions, we invite you to contact the Platform’s customer service first. You can also contact us directly via the email address [support@mangopay.com](mailto:support@mangopay.com) or by phone through the phone number indicated in the “contact” section of our website.

You agree to comply with these Terms and Conditions, as well as with the special conditions attached or incorporated by reference, when applicable.

## Section 3. Signing up for Mangopay Services

### 3.1. Eligibility conditions

Eligibility for our Services depends on your status. The specific conditions for each situation are described below.

***If you are a natural person not acting for professional purposes.*** To subscribe to and use Mangopay Services as a natural person acting as a consumer, you declare and guarantee that:

- You are at least 18 years old;
- You have the legal capacity to accept these Terms and Conditions and to use the Mangopay Services;
- You are not using our Services for professional purposes (e.g. for your business, trade, craft or profession);
- All the information you provide when you subscribe, or that you are required to provide when using the Services is truthful, accurate and up to date;
- You are acting solely in your own name and on your own behalf when using the Mangopay Services;
- You are not acting and will not use our Services in connection with any activity that violates any applicable law.
- You are not engaging in any activity prohibited by Mangopay. Prohibited activities are indicated on our website ([https://www.mangopay.com/en\\_UK/prohibited-businesses/](https://www.mangopay.com/en_UK/prohibited-businesses/)).

***If you are a legal entity.*** To subscribe and to use the Mangopay Services on behalf of a legal entity, you declare and guarantee that:

- You are a duly legal representative of the legal entity and you have full authority to bind it to these Terms and Conditions;
- All the information you provide when subscribing or when using the Services is true, accurate and up to date;
- The legal entity is duly constituted and validly existing under the laws of its jurisdiction, and is registered in the United Kingdom, or in a state within the European Economic Area (“EEA”) or in a third country imposing AML/CTF requirements equivalent to those in the UK or the EEA; the authorised States are indicated on our website ([https://support.mangopay.com/s/article/which-are-the-authorized-countries-where-you-can-process-payments?language=en\\_US](https://support.mangopay.com/s/article/which-are-the-authorized-countries-where-you-can-process-payments?language=en_US));
- The legal entity is listed on the Platform as acting for business/professional purposes or, where applicable, for non-profit purposes if the legal entity has a non-profit purpose;
- The legal entity is acting solely on its own behalf when using Mangopay Services;
- The legal entity is not acting and will not use our Services in connection with any activity that violates any applicable law;
- The legal entity is not engaged in an activity prohibited by Mangopay. Prohibited activities are indicated on our website ([https://www.mangopay.com/en\\_UK/prohibited-businesses/](https://www.mangopay.com/en_UK/prohibited-businesses/)).

***If you are an individual acting for professional purposes (e.g. a sole trader).*** To subscribe and to use the Mangopay Services as an individual acting for professional purposes, you declare and guarantee that:

- All information that you provide when you subscribe, or that you are required to provide when using the Services is true, accurate and up-to-date;
- You are duly organised and validly existing under the laws of your jurisdiction and you are established in the United Kingdom or in a state within the EEA or in a third country imposing AML/CTF requirements equivalent to those in the United Kingdom or the European Economic Area; the authorised States are indicated on our website ([https://support.mangopay.com/s/article/which-are-the-authorized-countries-where-you-can-process-payments?language=en\\_US](https://support.mangopay.com/s/article/which-are-the-authorized-countries-where-you-can-process-payments?language=en_US));
- You are listed on the Partner’s Platform as acting for professional purposes;
- You are acting solely on your own behalf when using the Mangopay Services;
- You are not acting and will not use our Services in connection with any activity that violates any applicable law;
- You are not engaged in an activity prohibited by Mangopay. Prohibited activities are listed on our website ([https://www.mangopay.com/en\\_UK/prohibited-businesses/](https://www.mangopay.com/en_UK/prohibited-businesses/)).

### **3.2. Conditions related to your Subscription**

To subscribe to Mangopay Services, you must follow the subscription procedure specified by the Partner.

You agree to the terms set out in these Terms and Conditions by clicking “I Accept” or a similar button / checkbox as part of the acceptance procedure on the Platform’s Interface (or, if applicable, by signing a hardcopy version of these Terms and Conditions if the Partner has provided for this possibility). Your use of Mangopay Services also confirms your acceptance of and agreement to these Terms and Conditions. If you do not agree, please do not use Mangopay Services. Once accepted, these Terms

and Conditions form a legally binding agreement between us and you for the provision of Mangopay Services to you.

### 3.3. Mandatory information and documents

The regulations to which we are bound require us to identify you as well as to verify your identity. In order for us to process your request to subscribe to Mangopay Services, you must provide us with all of the required Identity Data and Supporting Documents via the Platform’s Interface. This information must be correct, complete and up to date.

The list of required Identity Data and Supporting Documents is as follows:

	<b>Identity data</b>	<b>Supporting documents</b>
<b>Legal entity</b>	Company name, company email address, registered number, registered office, principal place of business, board of directors or members of management body if no board, senior management, the law to which it is subject, legal and beneficial owners.	Identity document of the legal representative; certificate of incorporation, articles of incorporation, latest annual return / confirmation statement to evidence beneficial ownership.
<b>Sole trader</b>	Trade name, email address, full name and trading name (if any), date of birth, nationality and country of residence of Sole trader	Identity document of the Sole trader.
<b>Natural person acting in a non-professional capacity (consumer)</b>	Full name, date of birth, nationality and country of residence; residential address, email address.	Identity document (Passport, ID card, driving licence)

We may adapt this list at any time, depending on changes in the regulations that apply to us. Also, we may ask you to provide us with updated Identity Data and Supporting Documents as part of our obligations to continuously update information concerning our users.

If the information provided (Identity Data and/or Supporting Documents) is incomplete or incorrect, provision of the Mangopay Services may be limited or suspended. We may also ask you for any other additional documents we consider necessary for our AML/CFT controls.

### 3.4. Limited use of Mangopay Services

Once you have completed the required information (the Identity Data) and we have accepted your registration, you may begin using the Mangopay Services within the following conditions: the maximum balance of your Mangopay Account and the maximum monthly Payment operations using your Mangopay Account (including Transactions, refunds, Transfers, Top ups and E-money Redemption as detailed under section 5 below) are limited to EUR 150 or the equivalent amount in GBP. These

limitations apply until you have submitted the required Supporting Documents and we have successfully verified your identity.

We can apply other limits (for example regarding the amount and/or frequency of certain Payment operations from your Mangopay Account), which will be indicated on the Platform where applicable. We may also apply internal controls, including limits, to certain types of Payment operations to or from your Account, but for security reasons we do not always disclose them. We may refuse a Payment operation if it would breach any of those limits.

## **Section 4. Using Mangopay Services**

### **4.1. About your Mangopay Account**

Your Mangopay Account is an E-money account, denominated in pound sterling or in another currency accepted by Mangopay. It enables you to hold E-Money issued to you on receipt of a Transaction from a Payer or a Top-up, enabling you to transfer or to receive E-money to/from other users who hold a Mangopay Account, as well as to redeem the E-money on your External Account, as further described below.

We are not a bank and your Mangopay Account is not a bank account. The E-money held in your Mangopay Account will not earn any interest. You acknowledge that the Financial Services Compensation Scheme (FSCS) in the United Kingdom does not apply to your Mangopay Account. However, in accordance with the regulations, we hold the funds received in exchange for your E-money in one or more segregated safeguarding accounts with a credit institution (bank). Thus, your E-money is not part of our assets in the event of Mangopay 's insolvency and will be returned to you (although some costs could be deducted by the insolvency practitioner).

You must have sufficient balance on your Mangopay Account to cover the amount of any Payment operation and any applicable fees from your Account. We may refuse to process the Payment operation if there are insufficient funds on your Account.

### **4.2. Receiving payments (Transactions) and Issuing E-money**

Mangopay Services allow you to receive payments from a Payer as part of a Transaction on the Platform. We accept and process these Transactions on your behalf on your Mangopay Account.

### **4.3. Transactions made via a Mangopay Method of Payment**

To effectuate a Transaction, Payers may choose one of the Mangopay Methods of Payment available on the Partner's Platform under our agreement with the Partner. The available Methods of Payment may change from time to time: these are as presented by the Partner to the Payer and may include, but are not limited to: card payments, bank transfers (Faster Payments or BACS direct credit) and direct debits. The execution of Transactions performed by a Payer using a Mangopay Method of Payment is not part of our Services, these are services provided by third party PSPs, for example the Payer's card issuer.

When we receive a Transaction on your behalf, we will issue, without delay, E-money at par value, for an amount equal to the Transaction (after deduction of any applicable fees) and will credit this E-money to your Mangopay Account. You authorise us to collect or receive funds on your behalf and

then to issue E-money for the corresponding value held in your Mangopay Account. We are only responsible for issuing E-money and crediting your Account once we receive the Transaction funds from the Payer's PSP. The E-money issued with regards to some Transactions (such as card payments) may be credited to your Mangopay Account before we receive the funds, subject to our right of reversal. If we do not receive the funds related to a Transaction for technical reasons, we will ensure that we take the necessary steps to settle the transfer on your Account. If we do not receive the funds within an expected time period, we reserve the right to reverse the Transaction and cancel the E-money that had been issued before reception of the funds. The E-money corresponding to the reversed Transaction will be deducted from the balance on your Account. If there is insufficient balance on your Account, we can demand repayment by any other means.

We may refuse to accept a Transaction if:

- your Account is blocked or closed;
- processing the Transaction would breach any applicable limits on your Account;
- we reasonably believe the Transaction might be related to any fraudulent or illegal activity or was not properly authorised;
- accepting it might cause us to break the law or other (contractual) duty that applies to us;
- the terms of These Terms and Conditions have not been met.

If we refuse a Transaction, funds might be sent back to the Payer without prior notice to you.

**Disputed Transactions received by us on your behalf** – Depending on the Method of Payment used by a Payer to make a Transaction, a Payer may be able to dispute a Transaction and ask for a refund in accordance with the rules applicable to the Method of Payment used. This applies in particular to Transactions made by card and direct debit. If a Transaction is disputed by the Payer and we are required to return the funds, you agree we can reverse the Transaction in whole or in part and deduct the corresponding E-money amount from your Mangopay Account, including by way of compensation. If there is insufficient balance on your Account, we can demand repayment from you by any other means. If necessary, we will be subrogated to all your rights with respect to the recovery of the amounts due from the Payer relating to the disputed Transaction by any means.

#### **4.3.1. Transactions made via an External Method of Payment**

The following provisions shall apply if the Partner has integrated one or more External Methods of Payment on its Platform. The External Methods of Payment are made available to Payers by a Third-Party PSP selected by the Partner, in accordance with the terms agreed between the Partner and the Third-Party PSP. Transactions are processed by the Third-Party PSP and delivered to Mangopay by the Partner or by the Third-Party PSP. Transactions we receive on your behalf are recorded in your Mangopay Account, provided that we have received the funds from the Payer. If the funds are not received for technical reasons, we will endeavour to do whatever is necessary to complete the operation.

**Dispute by the Payer** – We inform you that the Payer is entitled to dispute any Transaction with their PSP, up to thirteen (13) months following the date on which the account linked to the External Method of Payment they used to carry out the Transaction was debited. These disputes are managed exclusively by the Partner. We invite you to contact them directly for any request related to such disputes.

#### **4.4. Funding your Mangopay Account (Top-up)**



Depending on the integration of the Partner Platform, you may be able to perform a Top-up of your Mangopay Account. The Top-up can be performed using a Mangopay Method of Payment or an External Method of Payment. If the Top-up is available to you, you can transfer funds via the MANGOPAY Solution and we will create and store your E-money on your behalf. You can then use this E-money to perform a Transfer to another Mangopay Account of a user of the Platform.

#### **4.4.1. Refunding a Transaction**

If you wish to refund a Payer in connection with a Transaction, you may request the cancellation of all or part of a Transaction received by us on your behalf. The cancellation of the Transaction will only be possible if there is a sufficient amount of E-money available on your Mangopay Account for a refund.

For refunds of Transactions performed through Mangopay Methods of Payments, the provision hereinafter shall apply. To cancel and refund a Transaction to the Payer, you have to request the refund on your Interface. You have to provide us with the amount of refund you want to make. We will process the refund in accordance with the information you have given us. If you provide incomplete or incorrect information concerning the refund, the funds could be lost or irrecoverable or it could take longer to process your refund request. You authorise and give your consent for the refund transaction by clicking on the refund button or similar button / checkbox confirming that you consent. We may ask you to verify a refund using additional security steps before we can authorise a refund from your Account. If this applies, we will tell what additional verification procedure applies and what you will need to complete. We can refuse to carry out the refund if it is not correctly verified in accordance with the required procedure. Your refund request will be received by us immediately and cannot be cancelled or changed.

The cancelled Transaction (in whole or in part) will be refunded using the Mangopay Method of Payment originally used by the Payer for the Transaction in question, in accordance with the rules applicable to the Method of Payment (in particular card networks, schemes and other payment system rules), at the latest within seven (10) working days of receipt of your refund request.

The cancellation of a Transaction on a Mangopay Method Payment may not always be possible for various reasons (such as when the refund is intended to take place after more than 11 months of the date of the respective Transaction for Mangopay Methods of Payment such as card). In this case, the Transaction will be refunded to the Payer using another Method of Payment. You agree that the information we need to process a refund may be provided to us by the Partner.

#### **4.5. E-money Transfer**

##### *(i) Executing an e-money Transfer to another user*

In order to transfer E-money to the Mangopay Account of another Platform user, you must indicate the amount, the beneficiary, and any other information requested by the Partner. Your E-money transfer instruction is irrevocable once you have confirmed your payment on the Platform Interface, and will be deemed to be immediate in the absence of any indication to the contrary. We will carry out your instruction as soon as possible and will record the E-money in the Mangopay Account of the user who is the beneficiary of the E-money Transfer. We may refuse to carry out the E-money transfer if the instruction is incomplete or erroneous. We may block a E-money transfer from your Mangopay Account to another Mangopay Account if we suspect fraudulent or unlawful use of your Mangopay Account, a security breach of your Mangopay Account or for AML/CFT reasons, including asset freezing

measures, sanctions or restrictions imposed against you by an administrative authority or in relation to the context of the Transfer.

**Disputing an E-money Transfer initiated from your Mangopay Account** – If you wish to dispute an E-money transfer made to the Mangopay Account of another Platform user that you have not authorised or which has been carried out incorrectly, we invite you to first contact the Partner's customer service department as soon as possible or to contact Mangopay 's customer service department.

If you use the Mangopay Services for non-professional purposes, you have a period of thirteen (13) months following the debit of your Mangopay Account to dispute the E-money Transfer. If you use the Mangopay Services as a professional, your dispute period is four (4) weeks from the debit of your Mangopay Account. If we find that the unauthorised payment is due to fraud, we will return the transaction amount to you. However, any losses related to unauthorised payments will remain your responsibility if they result from fraudulent activity carried out by you, or in the event of your negligence regarding the security of and access to your Mangopay Account.

*(ii) Receiving e-money from another user*

You can receive an E-money Transfer from another user of the Platform who holds a Mangopay Account. You agree to accept the E-money as a means of payment to you. The E-money amount transferred by other users will be stored on your Mangopay Account.

## **4.6. E-money Redemption**

*(i) Registering an External Account*

The E-money available on your Mangopay Account will be redeemed on an External Account which should be opened in your name with a third party PSP or credit institution. Therefore, you must register an External Account before requesting Redemption. You must provide, via the Platform's Interface, the following information: bank account number and sort code or IBAN and BIC (optional), your exact name and postal address of in the capacity of the External Account holder and any other information we may request. You may add or change your External Account at any time via the Platform's Interface by following the External Account set-up procedure.

You are not permitted to register an External Account that you do not hold and that is not on opened on your name.

*(ii) Redemption to your External Account*

You can request the Redemption of the e-money stored on your Mangopay Account, in whole or in part, at any time. You can send your Redemption request through the Partner's Interface, or directly to us by sending an email to: support@mangopay.com. The E-money will be redeemed at par value on your registered External Account. You cannot withdraw or change your Redemption request once it has been received by us.

We may suspend or block a Redemption request if we suspect fraudulent or unlawful use of the Mangopay Account, breach of the Mangopay Account's security or for any AML/CFT reasons, including in the event of an asset freezing measure made against you by an administrative authority or any other reason as set out in Section 9Section 9.

If you notice that a Redemption is executed with errors, you can notify the Platform's customer service department of this error. If the error is attributable to us, we will rectify the situation as soon as possible.

*(iii) Currency of payments remitted to your External Account*

Your E-money in your Mangopay Account will in principle be redeemed on your External Account in the currency in which the E-money was recorded in your Mangopay Account and in which you expect a payment. We recommend that you check whether any additional fees applied by the PSP or credit institutions holding the External Account may apply in the event that the currency of your Mangopay Account is not the same currency of your External Account.

Unless otherwise expressly instructed by you, where we note that (i) the currency of your Mangopay Account is not the same as the official currency of the country in which you reside and/or (ii) the indicated currency of your External Account, we may convert the currency of the E-money to be redeemed into the currency of your country to the External Account. You will thus receive the funds directly in the currency of your country of residence and/or indicated for your External Account.

*(iv) Conditions of Redemption after the termination of Terms and Conditions*

If you make a request for Redemption within one year after the date of the termination of these Terms and Conditions, we will redeem the total value of the E-money held on your Mangopay Account, free of charge.

We will not redeem any E-money if you make a request for Redemption more than six (6) years after the termination of these Terms and Conditions.

## **4.7. Withholding Mechanism and Reserve**

The following provisions aim to mitigate the risks for Mangopay and its customers (e.g. the Platform) related to Transactions in particular in case of chargebacks, fraud or other potential risks.

*(i) Withholding Mechanism*

By way of derogation to article 4.6 (ii) of the Terms and Conditions, in the event that you are a New User or in case of a Legitimate Ground, Mangopay reserves the right to defer the time at which we will conduct an E-money Transfer initiated by You or redeem the funds on your External Account (the "Withholding Mechanism").

Except where mandated by law and/or an authority, Mangopay will cease to apply the Withholding Mechanism as soon as there are reasonable grounds to consider that the risk(s) identified by Mangopay (i) to Mangopay, (ii) to the Partner, (iii) to any other user of the Platform and/or (iv) to any other user of Mangopay Services have decreased or been managed in such a manner that the Withholding Mechanism is no longer deemed necessary.

You acknowledge and agree that Mangopay may set-off the amount withheld on your Mangopay Account under the Withholding Mechanism against any sums due by You to Mangopay under the Terms and Conditions.

*(ii) Reserve*

We reserve the right to apply a Reserve on your Mangopay Account in case of Legitimate Ground. Before requiring a Reserve, we consider various risk factors such as, but not limited to: your Mangopay Account history, the amount and the number of refunds, disputes or chargebacks linked to your Mangopay Account, the amount of Transactions we process on your behalf on the Platform, the number of Transactions we process on your behalf on the Platform, your risk profile and funds you may owe Mangopay.

If we apply a Reserve on your Mangopay Account, we will provide you with written notice specifying the terms of the Reserve.

Except where mandated by law and/or an authority, the Reserve is released by Mangopay as soon as there are reasonable grounds to consider the risk(s) identified by Mangopay (i) to Mangopay, (ii) to the Partner, (iii) to any other user of the Platform and/or (iv) to any other user of Mangopay Services have decreased or been managed in such a manner that the Reserve is no longer deemed necessary.

You acknowledge and agree that Mangopay may set-off the amount of the Reserve against any sums due by You to Mangopay under the Terms and Conditions.

The Withholding Mechanism and the Reserve can be cumulative.

#### **4.8. Payment operation timeframes**

We will process your request to effectuate a Payment operation from your Account and will debit your Account on the same Business Day we receive your request. If we do not receive your request on a Business Day or after the cut-off time, your request will be considered to have been received on the next Business Day. Some types of payment requests may be processed on the day of your request, even if the request was not received on a Business Day. The table below summarises the cut-off times that will apply.

<b><i>Type of payment request</i></b>	<b><i>Cut-off time</i></b>
Transaction refund	15:30 on a Business Day
E-money Transfer	N/A. E-money Transfers will be processed immediately on receipt of Transfer request, even if received on a non-Business Day.
E-money Redemption	15:30 on a Business Day

The time it takes for the payment to reach the recipient account varies, depending on the currency of the payment and the country where the recipient account is based, as summarised below. We cannot control or guarantee how long it takes for the recipient's Third-Party PSP to process and apply the payment to the recipient's account.

<b><i>Type of payment (Redemption or refunds)</i></b>	<b><i>Time of receipt by the recipient's PSP</i></b>
Payment in sterling to an account in the UK Payment in euro to an account in the EEA	By the end of the next Business Day after we process payment request

Other	Varies, depending on the currency or country of the account (or both).
-------	--

#### **4.9. Fees due to the Partner**

You authorise Mangopay to deduct from your Mangopay Account any fees agreed between you and the Partner in the Platform Agreement in connection with the services provided by the Partner. In this regard, you agree that the amounts to be deducted will be communicated to us by the Partner. In the event of a dispute relating to the amount of the fees agreed between you and the Partner and which we have deducted, we invite you to contact the Platform’s customer service department as such dispute takes place exclusively within the context of the Platform agreement to which Mangopay is not a party.

#### **4.10. Safeguarding**

The E-money we hold on to your behalf is protected in accordance with the applicable laws. As explained in Section 4.1, we hold the funds received in exchange for your E-money in one or more segregated safeguarding accounts with a credit institution (bank). Thus, your E-money is not part of our assets in the event of Mangopay 's insolvency and will be returned to you (although some costs could be deducted by the insolvency practitioner).

#### **4.11. Refusing Payments operations from your Mangopay Account**

We may refuse to carry out any payment from your Mangopay Account if:

- the payment instruction you have given us is not clear, correct nor complete (for example, where you have not provided us all the information we need);
- there is insufficient balance on the Account to cover the amount of the payment and any applicable fees;
- your Account is blocked or closed;
- the payment would breach any applicable limits;
- we reasonably believe that the payment order has not been authorised by you or it has not been verified using the required security procedure;
- we reasonably believe the payment might be related to any fraudulent or illegal activity;
- executing the payment might cause us to break the law or other duty that applies to us;
- the type of payment you are trying to make is not available as part of our Services;
- the terms of These Terms and Conditions have not been met.

Unless it would be unlawful for us to do so, we will notify you, as the case may be through the Platform Interface, that we have refused to carry out the payment as soon as we can and, if possible, explain the reasons why. We will also tell you how to correct any errors that have led to the payment being refused.

#### **4.12. Blocking your Account and the Services**

We may block your Mangopay Account and suspend Mangopay Services for reasons relating to the security of the Mangopay Account, on the presumption of unauthorised, unlawful or fraudulent use of the Mangopay Account and/or Mangopay Services, in the event of serious breaches under these Terms

and Conditions, proven suspicions of money laundering or terrorist financing, asset freezing measures made against you, or at the justified request of our banking partners or card schemes where the latter consider that your use of the Mangopay Services is in breach with their rules. For any questions relating to the blocking of your Mangopay Account or the suspension of Mangopay Services, we invite you to first contact the Platform's customer service. We inform you that in some cases, we are prohibited by law from providing you with reasons for blocking the Mangopay Account or suspending the Mangopay Services.

In addition to complying with the restrictive measures and sanctions provided for by the laws of United Kingdom, Mangopay is obliged, as a subsidiary of a company based in the United States of America, to comply with the economic sanctions and other restrictive measures implemented in particular by the Office of Foreign Assets Control (OFAC) of the US Treasury Department. This means that we will be obliged to immediately restrict a Payment operation, suspend and/or stop providing you with all or part of the Mangopay Services and/or terminate these Terms and Conditions if we detect that you are a person designated in the OFAC measures/sanctions and/or that Payment operations from your Mangopay Account more generally involve (i) persons, (ii) countries or (iii) specific products/services originating from certain countries/geographic areas covered by the OFAC, in addition to trade restrictions imposed by related laws and regulations.

We will unblock your Mangopay Account and Mangopay Services when the reasons justifying the blocking no longer exist.

#### **4.13. Security**

We make every effort to ensure the confidentiality and security of your Mangopay Account. We may temporarily suspend your use of the Mangopay Account and/or Mangopay Services for technical, security or maintenance reasons, without these operations giving rise to any form of compensation. We will limit these types of interruptions to what is strictly necessary.

You must take all reasonable steps to control and ensure the security of the devices you use to access the Platform and Mangopay Services. If you are a legal entity, you must also ensure that only persons authorised by you use the Mangopay Services. You are fully responsible for the use of the Mangopay Services and access to the Mangopay Account by anyone authorised by you in this regard. We shall not be liable in this context, except in the event of proven negligence on our part.

**You must contact us without delay if you know or suspect your Account or the security details for accessing our Services have been lost, stolen, misappropriated, used without your authorisation, or otherwise compromised. You can do so by contacting us at [support@mangopay.com](mailto:support@mangopay.com) or by contacting Platform's customer service.**

#### **4.14. Anti-Money Laundering and Countering the Financing of Terrorism**

We are subject to the applicable regulations concerning anti-money laundering and countering the financing of terrorism (AML/CFT). In order to provide you with the E-money Services, the regulations require us to identify you and verify your identity, as well as that of your beneficial owner in case you are a legal entity. In some cases, we may also need to obtain information concerning an E-money Transfer (such as its purpose, origin or destination) or the use of your Mangopay Account. If we consider that the information available to us is not sufficient in this regard, or if this information reveals any concerns regarding money laundering or terrorist financing, we may at any time suspend the use

of your Mangopay Account and the provision of Mangopay Services, without prejudice to our entitlement to request the termination of the Terms and Conditions binding us, if we believe that by continuing to provide you with the Mangopay Services we will be unable to comply with our AML/CFT obligations.

We inform you that the Mangopay Services we provide to you may be subject to the exercise of the right of communication by any competent authorities, such as the national financial intelligence unit. No civil liability suit or action may be brought or any professional sanction imposed against Mangopay, its directors or its agents who have reported the suspicious activity to any such authority in good faith.

## **Section 5. Amendment, duration and termination of the contract**

### **5.1. Amendment of the Terms and Conditions**

We may amend the Terms and Conditions at any time. You will be notified of any amendments through the Platform or by Mangopay. If amendments to the Terms and Conditions are necessary due to legislative or regulatory provisions, they shall apply immediately. In other cases, you will be informed of any amendments at least two (2) months before they come into effect and you will have the option to refuse the amendments by notifying us of your refusal, and to terminate these Terms and Conditions by contacting the Platform's customer service department or Mangopay. Your refusal, including termination of the Terms and Conditions, must be notified in writing before the proposed amendments come into effect. If you do not notify us of your refusal, we will consider that you accept the proposed amendments. The new version of the Terms and Conditions will then be applicable as soon as it comes into force. You acknowledge that your continued use of the Mangopay Services after the date of application of the updates constitutes acceptance of the amendments.

### **5.2. Duration and termination**

The Terms and Conditions are concluded for an indefinite period of time and are applicable as soon as you have accepted them.

You may terminate these Terms and Conditions at any time. We may also terminate the Terms and Conditions with you at any time by giving you two (2) months notice. Regardless of whether the termination is at your or Mangopay's initiative, it must be notified to the other party by any means, including by email. If you wish to terminate by email, termination at your initiative may be sent to the Platform's customer service department or to Mangopay at: [uk-account-closure@mangopay.com](mailto:uk-account-closure@mangopay.com). You agree that your termination request can be sent to us by the Partner where applicable. If an investigation is ongoing at the time of the request to terminate your Mangopay Account, we may block your Mangopay Account as stated in Section 5.6.

We may also terminate these Terms and Conditions by simple notification (including by email) without prior notice in all the cases provided for in Section 9 as well as in the following cases: serious breaches under these Terms and Conditions; non-compliance with the eligibility conditions provided for in Section 3.1; refusal to provide the mandatory documents provided for in Section 3.3; fraudulent or unlawful use of Mangopay Services; proven suspicion of money laundering or terrorist financing; upon justified requests from our banking partners or card networks where the latter consider that your use of Mangopay Services is contrary to their rules, or when you are subject to or one of your Payment operation is subject to restrictive measures or economic sanctions.

The Terms and Conditions will also be terminated automatically in the following cases:

- If your Mangopay Account is inactive, and the balance on Account reaches zero (see clause 5.3 below);
- In the event that your Platform Agreement ends (at your initiative or at the Partner's initiative).

### **5.3. Inactivity**

Your Mangopay Account will be considered inactive if no Payment operation has been recorded in your Account for two (2) years (excluding administrative management fees). When the balance of your inactive Mangopay Account is positive, you will receive a notification of inactivity. If your Mangopay Account has a positive balance and you do not demonstrate your willingness to continue using Mangopay Services, you will need to request the Redemption of E-money on your External Account to enable the closure of your Mangopay Account, or where possible, the stored E-money will automatically be redeemed on your External Account. In the event that we are unable to redeem you the E-money, we will continue to administer your assets diligently, in return for which we reserve the right to deduct an administrative management fee of thirty (30) GBP per year.

These administrative management fees will be limited to the positive balance available in the Mangopay Account. Once the balance of your Mangopay Account becomes zero, the Account will be automatically closed and these Terms and Conditions will be permanently terminated. Until you present yourself to recover the sums recorded in your Mangopay Account, it will be blocked and maintained for the sole purpose of transferring the sums due to the External Account you have specified, without prejudice to the administrative management fees charged by Mangopay.

We reserve the right to terminate these Terms and Conditions at any time when your Account is inactive and to continue charging the inactivity fees until you withdraw your funds. If you do not request Redemption of your e-money within 6 years of notification of contract termination, we are not required to redeem the E-money recorded in your Mangopay Account. Your Account will be closed at the end of the six years period.

### **5.4. Consequences of the end of the contract between Mangopay and the Partner**

We inform you that, if the contract we have entered into with the Partner for the integration of the Mangopay Solution ends, we will terminate the Terms and Conditions, subject to the notice period indicated in Article 5.2.

If the balance of your Mangopay Account is zero, it will be automatically closed at the end of the notice period and the Terms and Conditions will be deemed to be terminated. If the balance of your Mangopay Account is positive, you will need to request Redemption of E-money on an External Account held by you so that your Mangopay Account can be closed. If you do not request the Redemption of your E-money, we will continue to administer your assets diligently in accordance with the provisions below.

Your Mangopay Account will be considered inactive if no Payment operation has been recorded in your Mangopay Account for one (1) year (excluding administrative management fees). If your Mangopay Account has a positive balance, you will need to request a Redemption of E-money in your External Account to enable the closure of your Mangopay Account, or where possible, the stored E-money will automatically be redeemed on your External Account. In the event that we are unable to redeem you the E-money, we will apply the provisions related to inactivity set out in article 5.3. above and apply



the corresponding administrative management fee.

### **5.5. Death (Natural Person)**

In the event of death, we will cease to provide the Mangopay Services. We will block any Redemption to the External Account until we receive instructions from the legally appointed representative responsible for the estate.

### **5.6. Consequences of termination**

Upon termination of the Terms and Conditions, you will no longer be able to use the Mangopay Services and your Mangopay Account will be blocked, except for the purpose of redeeming the E-money on your External Account. The Redemption will be executed subject to compliance with the identification requirements set out in Article 3.3. Your Mangopay Account will be permanently closed when its balance is zero.

## **Section 6. Fees**

We do not receive a fee for the use of Mangopay Services except in the event of inactivity of your Mangopay Account as set out in Article 5.3 and 5.4 above.

## **Section 7. Unauthorised or incorrectly executed Payment operations and Authorised Push Payments (APP) scams from your Account**

### **7.1. Your responsibility to notify us**

You must notify us without delay as soon as you become aware of a Payment operation that was done from your Account which was not unauthorised (for example, if someone who was not authorised by you effectuated the payment) or incorrectly executed (for example, if the amount we sent or the receiving account is not as instructed by you). You can notify us by contacting us at support@mangopay.com. In any case, you must notify us within thirteen (13) months of the debit date of the unauthorised, incorrectly executed or non-executed payment. We will not be liable for refunding or correcting any payments if you have failed to notify us within this timeframe.

### **7.2. Unauthorised or incorrectly executed payments from your Account**

In case of unauthorised payments or payments made incorrectly due to our error from your Account, we will refund the value of an unauthorised payment to your Account together with any fees we deducted, unless we reasonably believe you are not entitled to a refund. If we made an overpayment from your Account, we will only refund the difference. You will have no further claims against us.

We will effectuate the refund as soon as possible and in any case by the end of the Business Day after the day on which you notified us. This does not apply if we suspect fraudulent behaviour and we notify the police or other person permitted by law.

Our liability to refund you for unauthorised or incorrectly executed payments as stated above is subject to the following exceptions.

*(i) Your liability for the first £35 of any unauthorised payment*

Where your Account or security details used to access our Services have been lost, stolen or misappropriated, we will hold you liable for and will not refund the first £35 of the unauthorised payment, unless:

- it was not possible for you to detect the loss, theft or misappropriation or your Account or security details; or
- the loss was caused by our actions or omissions, or those of third parties expressly acting on our behalf.

Your liability for the first £35 will neither apply to any unauthorised payments made after you have notified us your Account might be compromised in accordance with these Terms and Conditions.

*(ii) Your liability for unauthorised payments*

You will not be entitled to any refund and you will be solely responsible (and we will not be liable at all) for all losses resulting from unauthorised payments if:

- you have acted fraudulently;
- you have with intent or gross negligence failed to comply with your obligations set out in these Terms and Conditions regarding the use and security of your Account or to notify to us without delay that your Account might be compromised;
- you do not notify us of an unauthorised or incorrectly executed payment within 13 months of the date the payment was debited.

### **7.3. Late or unexecuted payments**

If we have received the Transaction funds but have not credited them to your Account when we should have, we will immediately credit the Account with the correct amount.

If you instruct us to make a payment to an External Account in the UK or the EEA in euro and it is not executed at all, we will refund the amount of the payment. This does not apply where we can show the recipient's Third-Party PSP received the payment correctly, in which case they will be liable to transfer the payment to the recipient. We will, on your request, make efforts to trace the non-executed or defectively executed payment and will notify you of the outcome.

### **7.4. Payments made in accordance with your instructions**

You must make sure the information you provide when initiating a Transfer or requesting a Redemption from your Account is correct. We will not be liable for any payment we execute in accordance with the information you have provided, even if you made a mistake. If you have given us incorrect payment details we will, on your request, make reasonable efforts to recover the amount. We may charge you for this process. If we cannot recover the payment, we will, on your written request, provide all information we have about the transaction.

### **7.5. Payments to your Account received by mistake**

If we are made aware that a payment has been credited to your Account by mistake we can reverse the payment and deduct the corresponding amount from your Account, without notice. We may also provide details about you and the incorrect payment to the PSP who sent the payment, to enable them to recover the money.

## 7.6. Authorised Push Payments (APP) scams from your Account

In case of an APP scam made using either the Faster Payment system or CHAPS payment system, you have the right to obtain the reimbursement of the value of the related transaction unless an exclusion applies. You may be a victim of APP scams when a person uses a fraudulent or dishonest course of conduct to manipulate, deceive or persuade you into sending money to an account outside of your control.

You may be reimbursed in line with the provisions set out by the Payment System Regulator (PSR): <https://www.psr.org.uk/our-work/app-scams/>

The reimbursement requirement applies only to individuals, microenterprises and charities, where an APP scam payment is made using either the Faster Payment system or CHAPS payment system and it is sent to a relevant account in the UK.

The requirement applies only to payments made on or after 7 October 2024. You must have raised your claim within 13 months after the date of the final APP scam payment of the claim.

The value of the claim excess and the maximum reimbursement level are defined by the PSR which may be modified from time to time.

Any amount above the maximum level of reimbursement will not be reimbursed and we may apply an excess for each claim. The required reimbursement amount is the full value of the APP scam claim up to the maximum level of reimbursement, less any claim excess imposed.

A case-by-case assessment of claims will be performed to ensure that you have followed the consumer standard of caution. This assessment determines your right to reimbursement. This requirement doesn't apply to vulnerable consumers.

If you wish to report an APP scam, you can contact our Complaints Department via the following email address: [uk-complaint@mangopay.com](mailto:uk-complaint@mangopay.com).

In order to assess your claim, you need to provide us with the following information:

- Name and surname;
- Contact details such as your email address and/or your mobile phone number;
- The platform on which you are using Mangopay's service;
- The context in which the fraudulent transaction took place: what happened; when did the incident or problem occur and under which circumstances.
- Any documentation that could support your claim (filing a police complaint).

If you are entitled to the reimbursement, we will effectuate it as soon as possible and in any case by the end of the 35th business day following the receipt of your claim.

## Section 8. Limitation of liability

Nothing in these Terms and Conditions limits any liability which cannot be legally limited.

Our liability is limited to the provision of the Mangopay Services. We do not intervene in any legal or commercial relationship or dispute between you and the Partner, between you and a Payer or between you and any other user of the Platform. We have no control over, nor are we responsible for the compliance or characteristics of the products and services for which we process a payment. We are not a party to the contract formed between you and a Payer or between you and the Partner. Accordingly, we shall not be liable for any failure to perform or improper performance by, nor for any other fault, default or negligence of any Payer or the Partner towards you. The Partner is solely responsible for the security of its Platform, you should contact the Partner for any dispute related to the use of its Platform. We are solely responsible for the security of the MANGOPAY Solution.

We will not be liable for any losses arising out of (i) blocking your Account, or suspension of our Services or failure to make a payment for justified reasons set in these Terms and Conditions, (ii) unavailability of the Platform or your Interface, (iii) unauthorised access to your Interface or a security breach of the Platform (this does not affect our liability for unauthorised payments as explicitly set out in these Terms and Conditions), (iv) in the event of interruption or disruption to our software and computer systems used to provide the MANGOPAY Solution (v) non-performance or improper performance of your obligations under your contract with a Payer or with the Platform; (vi) your breach of these Terms and Conditions; (vii) our failure or delay to fulfil our obligations under these Terms and Conditions due to abnormal and unforeseeable circumstances outside our control, which meant we couldn't follow this agreement despite all efforts to do so. Where you are using our Services for business or commercial purposes, we will neither be liable for any loss of profit, loss of business, business interruption, or loss of business opportunity.

In all cases, our liability is limited to compensation for direct damages related to our breach of any of our obligations under these Terms and Conditions, except in cases where such a limitation is prohibited by applicable law.

## Section 9. Your commitments

Throughout the duration of your use of the Mangopay Services, you agree to comply with the following conditions:

- Your use of Mangopay Services is not contrary to (i) public order, (ii) morality, or (iii) applicable laws and regulations and (iv) does not infringe the rights of third parties;
- Your use of Mangopay Services is exclusively for the purpose of carrying out Payment operations under the Platform Agreement;
- You agree not to use Mangopay Services for activities that are prohibited. The list of prohibited activities is available on our website (<https://mangopay.com/prohibited-businesses>);
- You agree not to impersonate another person or entity, falsify or conceal your identity or age, or create a false identity.

In the event of a breach of these commitments, we may take several measures to protect Mangopay, at any time and at our sole discretion. In particular, we may, without notice, take the following actions:

- Terminate these Terms and Conditions;
- Restrict your Mangopay Account and/or suspend Mangopay Services;
- Block your Mangopay Account;
- Refuse to provide you with Mangopay Services in the future, including on other platforms,
- Suspend any Transfer or other type of activity related to your E-money to the extent reasonably necessary and for as long as reasonably necessary;

- Refuse at any time any Payment operation, in this case we will notify you of the refusal and reasons within the limits imposed by law.

We may block your Account or suspend the Services if you breach any of these commitments. We are entitled to take legal action to recover any damages we suffer as a result of your breach of your obligations under these Terms and Conditions. If you become aware of any breach of the above obligations, you are invited to inform us by contacting us at: [compliance@mangopay.com](mailto:compliance@mangopay.com).

## Section 10. Protection of your personal data

In connection with the provision of Mangopay Services, we collect and process your personal data ("Personal Data"). In accordance with applicable data protection laws and regulations, in particular European Regulation (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("GDPR") and UK data privacy laws, especially the Data Protection Act 2018, the GDPR as it forms part of the United Kingdom law pursuant to section 3 of the European Union (Withdrawal) Act 2018 ("UK GDPR") and the Privacy and Electronic Communications (EC Directive) Regulations 2003, only Personal Data strictly necessary for the fulfilment of the specified purposes is processed. For more information regarding the processing of your Personal Data by Mangopay, please consult our privacy policy at: <https://mangopay.com/privacy-statement>. For any questions or requests relating to the processing of your Personal Data, you can contact us at any time at: [uk.dpo.mangopay@mangopay.com](mailto:uk.dpo.mangopay@mangopay.com).

By signing these Terms and Conditions, you: (i) declare that you have read our privacy statement available on Mangopay's website at the following address: <https://mangopay.com/privacy-statement>; (ii) you agree to consult our privacy statement periodically, since you are aware that it may be adapted according to changes to our personal data processing activities and/or to applicable regulations, with the latest version published on the Mangopay commercial website prevailing; (iii) in the event that you act as legal representative of a legal entity or association, and that you provide us with personal data relating to a third party, you undertake to communicate our privacy statement (<https://mangopay.com/privacy-statement>) to such third party(ies).

## Section 11. General Provisions

### 11.1. Right to cancel

If you are a consumer, you have a right to cancel your contract with us within fourteen (14) days of your subscription to the Services ("cancellation period"). You acknowledge that the use of the Mangopay Services after the conclusion of the Terms and Conditions constitutes a request by you to begin performance of the Terms and Conditions before the expiry of the cancellation period.

If you wish to exercise your cancellation right, you must send your request within the cancellation period to the customer service of the Platform. These Terms and Conditions will terminate on the date you notify the Platform of the cancellation. This will not affect any part of the Services provided to you before the cancellation.

### 11.2. Confidentiality

We will treat the information relating to your use of Account or our Services as confidential. However, our duty of confidentiality (whether arising by operation of the law or under this agreement) may be

lifted, and we can disclose information (including any confidential information), in accordance with the legislation in force, to comply with any legal, regulatory or prudential obligation, and in particular as required by any regulatory, supervisory, judicial, governmental or similar body, or any tax or customs authority, as well as by any order or the court. You agree that we can disclose information, including any confidential information, to the Partner. We may also disclose information when you consent to the disclosure by expressly indicating to us the third parties authorised to receive your confidential information. We inform you that we may also disclose confidential information, and you agree to us doing so, to companies that provide us with important operational services as is necessary for us to provide the Services.

### **11.3. Intellectual property**

We retain all intellectual property titles and rights attached to the Mangopay Services we provide to you. None of these rights is transferred to you hereunder.

You undertake not to infringe the titles and rights held by Mangopay, including the "Mangopay" trademark and logo. You also undertake not to remove or modify any indication of the "Mangopay" trademark or any other intellectual property or property right appearing on any item supplied or made available by Mangopay.

### **11.4. Force majeure**

We cannot be held liable or considered to be in default of these Terms and Conditions, in the event of non-performance of Mangopay Services, where the cause is related to a force majeure event as defined by applicable law.

### **11.5. Independence of contractual provisions**

If any one of the provisions of these Terms and Conditions is held to be null and void, it shall be deemed unwritten and shall not invalidate any of the other provisions. If one or more provisions of these Terms and Conditions become(s) obsolete or is or are declared as such pursuant to the law, regulation or following a final decision delivered by a competent court, the other provisions shall retain their binding force and scope.

### **11.6. Non-assignability**

You may not transfer or assign any of your rights and obligations under these Terms and Conditions to any third party.

### **11.7. Agreement on evidence**

You acknowledge that all information relating to your use of Mangopay Services and held in our IT system in an unalterable, reliable and secure manner shall be deemed authentic until proven otherwise.

### **11.8. Non-waiver**

The fact that you or we do not avail ourselves of any provision set out in these Terms and Conditions at a given time does not constitute a waiver of a right and does not prevent the exercise of that right or any other right at a later date.

## 11.9. Complaints and mediation

For any request relating to the use of Mangopay Services, we invite you to first contact the Platform's customer service department. For complaints related to the Mangopay Services or your Mangopay Account, you can contact our Complaints Department via the following email address: [uk-complaint@mangopay.com](mailto:uk-complaint@mangopay.com).

We will handle any complaints in accordance with our complaints procedure which is available here <https://mangopay.com/en-gb/complaints-and-disputes>

In the event you have submitted a complaint to us pursuant to this paragraph and we were not able to resolve it to your satisfaction, you may have the right to refer your complaint to the Financial Ombudsman Service ("FOS") in the United Kingdom. FOS is an organisation set up to provide an independent service for resolving disputes with financial service firms.

Further information about the FOS and the types of complainants eligible to submit matters to FOS can be found by visiting the FOS website (<http://www.financial-ombudsman.org.uk>) or contacting the FOS through the following means:

By mail: Financial Ombudsman Service; Exchange Tower, London E14 9SR

By telephone: 0800 023 4567 or 0300 123 9 123.

By email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

You may also be able to complain to the FCA.

## 11.10. Communication and Language

Except in the case of public order rules (which shall only apply to the strict extent of their purpose), these Terms and Conditions are concluded in English only and you agree that we will communicate with you in English. Any translation of these Terms and Conditions is provided solely for your convenience and is not intended to modify the terms of these Terms and Conditions.

If we need to communicate with you, we will do so using contact details you have given us. It is your responsibility to keep those contact details up to date. You can do so by updating your contact details on the Interface or by contacting customer service. We will usually communicate with you by email. We may also contact you by telephone, letter or SMS, where appropriate. Our emails or messages may contain links to further communications on our website [or the Interface].

If we have security concerns about your Account, we can contact you by email, telephone or both. We will ask you to verify your identity.

Any information about Transactions received, E-money Transfers and Redemptions from your Account, as well as any fees applied in your personal area will be made available on the Interface. A monthly statement with this information, free of charge will be made available to download upon request. We recommend that you download and print or save a copy of your statements for future reference.

## 11.11. Applicable law and jurisdiction

These Terms and Conditions are governed by the laws of England and Wales, subject to mandatory consumer protection laws of your jurisdiction that apply to the relationship between us.

In the event of a dispute, you accept the exclusive jurisdiction of the courts of England and Wales to resolve the dispute or claim. If you are a consumer, nothing in this provision shall limit your right to bring proceedings before the court of your place of residence (where applicable).