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## TERMS AND CONDITIONS OF USE FOR MANGOPAY PAYMENT SERVICES

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Version in force from 27 November, 2024

### Presentation

Mangopay S.A. is a limited liability company having its registered office at 2, Avenue Amélie, L-1125 Luxembourg and registered with the Luxembourg Trade and Companies Register under number B173

Mangopay S.A. ("Mangopay", "we", "us", "our") has created an API for online platform operators allowing them to integrate a payment solution ("the Mangopay Solution") on their website or mobile application, through which Mangopay processes payments between users.

In order to process these payments, Mangopay holds an electronic money institution licence, allowing it to provide payment services throughout the European Economic Area. This licence was issued by the *Commission de Surveillance du Secteur Financier* [Financial Sector Supervisory Commission] (283 route d'Arlon L-1150 Luxembourg, [www.cssf.lu](http://www.cssf.lu)) and can be consulted on the [CSSF's official website](#) and on the [European official register \(Euclid\)](#).

### Section 1. Definitions

Capitalised terms used in the Mangopay Terms and Conditions of Use shall have the meanings set forth below.

<b>External Account</b>	means the external payment account or external bank account opened with a Third-Party PSP that you have provided to us so that we can pay you the funds available on your Mangopay Account.
<b>Mangopay Account</b>	means the account that we have opened in your name to record Transactions that we process on your behalf.
<b>Terms and Conditions</b>	means these Mangopay Terms and Conditions of use.
<b>Platform Agreement</b>	means the agreement you have entered into with the Partner to use its services and Platform.
<b>Supporting Document</b>	means any supporting document that we request from you in order to validate or verify your identity.
<b>Data</b>	means your personal data that Mangopay collects and processes in connection with the provision of Mangopay Services.
<b>Identity Data</b>	means the data that you must provide us with in order to subscribe to Mangopay Services.

<b>Interface</b>	means the user interface made available to you by the Partner on its Platform (its website and/or mobile application).
<b>AML/CFT</b>	means the fight against money laundering and terrorist financing.
<b>Method of Payment</b>	means an External Method of Payment and/or Mangopay Method of Payment.
<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 on the Platform.
<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 on the Platform.
<b>Partner</b>	means the entity that operates the Platform (the website and/or mobile application) 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>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 Payment.
<b>New User</b>	means a user of the Platform that uses Mangopay Services for the first time.
<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>Chargeback</b>	means any transaction processed through a Method of Payment that, after being disputed by the Payer, is partially or fully returned to the Payer, initiated by the issuing payment services provider of the Method of Payment used to remit funds to you.
<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 payment 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>SCA Procedure</b>	refers to a strong customer authentication process that Mangopay may

require you to complete, as deemed necessary by Mangopay and/or required by certain laws and regulations to reduce fraud risks.

**Third-Party PSP or PSP**

means any payment service provider other than Mangopay.

**Payment Services**

means certain payment services as defined in EU Directive 2015/2366 (also known as "DSP2") that we provide to you as part of your use of the Platform. These services include the acceptance and processing of Transactions in order to transfer the corresponding funds to you, as described in Article 4 of the Terms and Conditions.

**Mangopay Services**

means all of the services we provide to you: the Payment Services associated with your Mangopay Account, the ability to request refunds, as well as any other services described in these Terms and Conditions, its annexes or any specific terms and conditions where applicable.

**Transaction**

means the funds that a Payer transfers to you, which we collect on your behalf in order to allocate the funds to you or a Top-up.

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

These Terms and Conditions govern the Mangopay Services we provide to you. When we refer to "you" (or "your") we mean any person who subscribes to the Partner's services via its Platform who uses the Mangopay Services to receive payments related to their activities on the Platform. Mangopay Services may only be used in connection with your Transactions 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 (identified as a Payer). We invite these individuals to consult our Privacy Policy (<https://mangopay.com/privacy-statement>) to find out specificities of the data we collect when processing their payments.

We have instructed the Partner to support you throughout your use of Mangopay Services. Therefore, if you have any questions relating to these Terms and Conditions, we invite you to first contact the Platform's customer service department.

You agree to comply with the Terms and Conditions, as well as any related specific terms and conditions where applicable.

## Section 3. Subscription and use of Mangopay Services

### 3.1. Eligibility conditions

The eligibility requirements for our Mangopay Services depend on your status. The conditions specific to 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 of age;
- You have the legal capacity to accept these Terms and Conditions and to use Mangopay Services;
- You are not acting in the context of a professional activity (commercial, industrial, craft, liberal or agricultural activity);
- All information you provide when subscribing, or provided by you while using Mangopay Services, is true, accurate and up to date;
- You are registered with the Partner as acting for non-professional purposes;
- You are acting in your name and on your own behalf when using Mangopay Services;
- You are not acting in the context of activities prohibited by law;
- You are not engaging in any activity prohibited by Mangopay. Prohibited activities are indicated on our website (<https://mangopay.com/prohibited-businesses>).

***If you are a legal entity (e.g. a company or association).*** To subscribe to and use the Mangopay Services on behalf of a legal entity you declare and guarantee that:

- You are a legal representative of the legal entity and have full authority to legally bind them to these Terms and Conditions;
- All information you provide when subscribing, or provided by you while using Mangopay Services, is true, accurate and up to date;
- The legal entity is duly incorporated as a company, association or otherwise and is registered in a State authorised by Mangopay. The authorised States are indicated on our website (<https://docs.mangopay.com/guides/users/country-restrictions>);
- The legal entity is listed on the Partner's Platform as acting professionally or, where applicable, for non-profit purposes if the legal entity has a non-profit purpose;
- The legal entity is acting on its own behalf when using the Mangopay Services;
- The legal entity does not carry out activities prohibited by law;
- The legal entity does not carry out an activity prohibited by Mangopay. Prohibited activities are indicated on our website (<https://mangopay.com/prohibited-businesses>).

***If you are an individual acting for professional purposes.*** To subscribe to and use Mangopay Services, you declare and guarantee that:

- All information you provide when subscribing, or provided by you while using Mangopay Services, is true, accurate and up to date;
- You regularly carry out your professional activity in accordance with the regulations of your country of operation and, where this regulation so requires, you are duly registered and/or listed with the competent authorities (including tax) and/or relevant registers in a State that is a party to the agreement on the European Economic Area or in a third country imposing equivalent obligations in terms of AML/CFT;
- You are listed on the Partner's Platform as acting for professional purposes;
- You are acting on your own behalf when using Mangopay Services;
- You are not engaging in any activity prohibited by Mangopay. Prohibited activities are indicated on our website (<https://mangopay.com/prohibited-businesses>).

### 3.2. Subscription conditions

To subscribe to Mangopay Services, you must follow the registration procedure indicated by the Partner. Unless the Partner advises you differently, the Terms and Conditions are concluded remotely via the Partner's Interface and this is confirmed by an online acceptance procedure. In this regard, you must have the appropriate equipment (hardware and software), for which you are solely responsible. The date on which the Terms and Conditions are concluded corresponds to the date on which you completed the acceptance procedure on the Partner's Interface (or, where applicable, the date on which you manually signed the Terms and Conditions if the Partner has provided you with this option).

During the registration procedure (or at any time during the use of the Mangopay Services), you may be required to complete a strong customer authentication enrollment procedure in order to allow the performance of any SCA Procedure. Failure to complete this enrollment procedure may result in one or more of the following consequences: (i) you may be unable to complete your registration; (ii) Mangopay reserves the right to take actions as outlined in Section 7; or (iii) your access to the Mangopay Services may be restricted at Mangopay's discretion.

### 3.3. Mandatory information and documents

The regulations to which we are bound require us to identify you and verify your identity in order to provide you with the Mangopay Services. As part of your subscription to Mangopay Services, you will be required to provide us with all the required Identity Data and Supporting Documents via the Partner's Interface or via a Mangopay interface, as the case may be. This information must be correct, complete and up to date.

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

	Identity data	Supporting documents
<b>Legal entity</b>	<p>Company name; company email address; surname, first name, date of birth, nationality and country of residence of the legal representative.</p> <p>For associations: name of the association; name of the legal representative (chairperson or co-chairperson, treasurer or secretary).</p>	<p>Identity document of the legal representative; articles of association of the legal entity; certificate of registration in the companies register.</p> <p>For associations: proof of registration; articles of association; a document confirming the capacity of the legal representative (if it is not stated in the articles of association).</p>
<b>Natural person acting for professional purposes</b>	<p>Company name; company email address; surname, first name, date of birth, nationality and country of residence of the</p>	<p>Identity document of the legal representative; certificate of registration in the companies register.</p>

	legal representative.	
<b>Natural person over the age of 18 acting for non-professional purposes (consumer)</b>	Surname, first name, date of birth, nationality and country of residence; email address.	Identity document

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 update information concerning our users.

If the information provided (Identity Data and/or Supporting Documents) is incomplete or incorrect, the 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**

In the event that you have not provided your Identity Data and/or Supporting Documents, Mangopay Services may be suspended or limited to certain transactions not exceeding a certain amount, according to the legal obligations applicable to Mangopay under AML/CFT.

For example, the limitations on Mangopay Services may restrict your ability to withdraw all or part of the funds recorded in your Mangopay Account to your External Account in accordance with Article 3.7 or to receive payments in accordance with Article 3.5. These limits shall apply until you have provided the mandatory Supporting Documents and we have verified your identity. Other limits may also apply; you will be advised of these on the Platform where applicable.

Once you have provided the required information (Identity Data and/or Supporting Documents) and we have accepted your registration, we will remove the limitations on the use of Mangopay Services described above.

### **3.5. Receiving payments (Transactions) and making refunds**

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

The following provisions shall apply in the event that the Partner has integrated one or more Mangopay Methods of Payment on its Platform. The Methods of Payment provided by Mangopay are identified as such on the Platform. Mangopay Services allow you to receive payments from a Payer as part of a Transaction carried out on the Platform. We collect these Transactions and record them in your Mangopay Account. To carry out a Transaction, Payers can choose the Mangopay Methods of Payment available on the Partner's Platform, under the terms we have agreed with the Partner. The Mangopay Methods of Payment available may vary from time to time. The Partner indicates the Mangopay Methods of Payment available to the Payers. It may include, but not limited to, card payments, receipt of transfers (SEPA or international), and receipt of debits. Transactions we receive on your behalf are recorded in your Mangopay Account, provided that we have received the funds from the Payer's PSP. If the funds from a Transaction are not received for technical reasons, we will endeavour to do whatever is necessary to complete the operation in your Mangopay Account.

**Disputing Transactions we have received for you** – Depending on the Mangopay Method of Payment used by a Payer, the Payer may be entitled to dispute a Transaction in accordance with the rules of said Mangopay Method of Payment, even in the absence of fraudulent grounds (“Disputed Transaction”). This is particularly the case for card and direct debit Methods of Payment. In the event that the Payer disputes a Transaction and we are required to return the funds to the Payer via the Mangopay Method of Payment used for the Transaction, which is deemed a Chargeback, you remain financially liable to Mangopay for the full amount of all Chargebacks or refunds. Therefore, we reserve the right to deduct the corresponding amount from your Mangopay Account, including by offset. In this case, we may proceed with the total or partial reversal of the disputed Transaction. Where applicable, we may also recover, by any means, including the Withholding Mechanism stated in section 3.8, the amount corresponding to the return of the funds for each Transaction in the event that you have insufficient funds in your Mangopay Account, without prejudice to our legal capacity to subrogate to your rights in order to recover the sums due by the Payer by any means.

If a disputed transaction can be contested by providing proof, you shall cooperate fully and provide the Partner and/ or Mangopay, as requested, with all necessary information and documents deemed necessary to handle the dispute. Such information must be submitted within the timeframe specified in the request.

**Mangopay Services including receipt of payment in other currencies** – Upon receipt of a payment from a Payer in connection with a Transaction carried out on the Platform and unless otherwise instructed by you, we reserve the right to allow a Payer to make a payment in a currency other than the currency of your Mangopay Account. In such a case, the Payer will be offered a currency conversion service so they can pay in the currency of their country of residence and/or their Method of Payment. If the Payer elects to use the currency conversion service for the Transaction, they will be advised of the fees for this service (exchange rates and fees). Mangopay will not charge you a currency conversion fee when this service is offered to the Payer. Transactions we receive on your behalf in a different currency following the Payer's use of the currency conversion service will be recorded in your Mangopay Account at no additional charge to you.

**Refunding a Transaction** – If you wish to refund a Payer in connection with a Transaction, you may request the total or partial cancellation of a Transaction we have received for you in accordance with this article. Cancellation of the Transaction will only be possible if the funds corresponding to the amount to be repaid are available in your Mangopay Account.

The total or partial cancellation of the Transaction will be carried out using the Mangopay Method of Payment initially used by the Payer for the said Transaction, within the limit of the rules of each Mangopay Method of Payment (specifically card schemes and SEPA rules), no later than ten (10) business days following receipt of the refund request.

The cancellation of a Transaction may not always be possible for various reasons (such as when the refund takes place more than 11 months after the date of the Transaction to be reimbursed 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 any information we may need to make a refund will be sent to us directly by the Partner.

### 3.5.2. Transactions carried out via an External Method of Payment

The following provisions shall apply in the event that the Partner has integrated one or more External Methods of Payment on its Platform. The External Methods of Payment are made available to the Payers by the 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 Payers. 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 disputes.

**Refunding a Transaction** – If you wish to refund a Payer, you can request the cancellation of a Transaction. If your refund request is initiated more than one day after the date of the Transaction, it may only be executed if the funds we hold on your behalf are sufficient to cover your request.

### 3.6. Paying funds into your External Account

#### *(i) Registering an External Account*

Funds recorded in your Mangopay Account will be paid to you exclusively in an External Account opened in your name with a Third-Party PSP. In this regard, you must register an External Account. You must provide the following information via the Platform's Interface: IBAN number, BIC (optional), your surname, first names and exact postal address in your capacity as an External Account holder. You may add or change your External Account at any time via the Platform's Interface provided you follow the procedure for the definition of the External Account which the Partner has provided on the Platform.

You must hold the External Account that you register, unless otherwise permitted by Mangopay.

#### *(ii) Remittance of funds to your External Account*

We will make payments to your External Account automatically and periodically (except where Article 3.7 below applies). In this regard, you agree that the information relating to the frequency of payments into your External Account will be communicated directly to us by the Partner. In some cases, you may change the payment frequency on the Platform's Interface on a one-off or permanent basis.

We may block a payment if we suspect fraudulent or unlawful use of the Mangopay Account, breach of the Mangopay Account's security or for 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 Article 7.

If you notice that a payment is made 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.

The payment of funds into your External Account is strictly subject to compliance with the obligations to provide documents to verify your identity, as set out in Article 3.3.

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

Funds recorded in your Mangopay account will in principle be paid into your External Account in the currency in which the Transactions were 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 holding the External Account may apply in the event that the currency of funds payment indicated in your Mangopay Account is not the 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 official currency of the country in which you reside and/or (ii) the indicated currency of your External Account, we may convert the amount of the funds to be paid in the currency of your Mangopay Account 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.

## **3.7. SCA Procedure**

You acknowledge that certain actions you may take using the Mangopay Services are subject to the SCA Procedure, at Mangopay's discretion.

These verifications may be required in various situations, including but not limited to:

- Opening a Mangopay Account (as described in the section 3.2)
- Updating your Identity Data
- Registering an External Account
- Executing a Transaction
- Requesting a payout to your External Account

Failure to complete the SCA Procedure may result in one or more of the following consequences: your request may be denied (such as the execution of the Mangopay Services) or Mangopay Services may be restricted at Mangopay's discretion.

## **3.8. Other services**

In the event that you have the option on the Platform to use the balance available in your Mangopay Account to transfer funds to another Platform user, the specific terms relating to the reuse of funds also apply, which you can consult here: *Specific Terms*

## **3.9. 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 3.6 (ii) of the Terms and Conditions, in the event that you are a New User or in case of Legitimate Ground, Mangopay reserves the right to defer the time at which we will pay the funds into 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, including but not limited to Chargebacks.

## *(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.

## **3.10. Fees payable 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.

## **3.11. Protection of funds**

The funds we hold on your behalf are protected in accordance with the terms of Article 24-10 (5) and Article 14 of the Law of 10 November 2009 published in Memorial A No. 215 of 11 November 2009 of the Grand Duchy of Luxembourg.

### **3.12. Blocking your Mangopay Account and Mangopay 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, 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 European Union law, 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 Transaction, suspend and/or stop providing you with all or part of the Mangopay Services and/or terminate these Terms and Conditions immediately if we detect that you are a person designated in the OFAC measures/sanctions and/or that Transactions in 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.

### **3.13. Security**

We make every effort to ensure the confidentiality and security of your Mangopay Account. We may temporarily suspend 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 made of the Mangopay Services and access to the Mangopay Account by anyone authorised by you in this regard. Our liability shall not be sought in this respect, except in the event of proven negligence on our part.

### **3.14. 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 Payment Services, the regulations require us to identify you and verify your identity, as well as that of your beneficial owner in the event that you are a legal entity. In some cases, we may also need to obtain information concerning a Transaction (such as its purpose, origin or destination) or the use of your Mangopay Account. As such, if we consider that the information available to us is not sufficient, 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 the 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 their national authority in good faith.

## **Section 4. Amendment, Duration and End of the Contract**

### **4.1. 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 made 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.

### **4.2. Duration and Termination**

The Terms and Conditions are concluded for an indefinite period and are applicable once you have accepted them.

You may terminate these Terms and Conditions at any time. We may also terminate the Terms and Conditions at any time by giving two (2) months' notice. Regardless of whether the termination is at your or Mangopay 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: [eu-account-closure@mangopay.com](mailto:eu-account-closure@mangopay.com). You agree that your termination request will 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 Article 4.6.

We may also terminate these Terms and Conditions by simple notification (including by email)

without prior notice in all the cases provided for in Article 7 as well as in the following cases: serious breaches under these Terms and Conditions; non-compliance with the eligibility conditions provided for in Article 3.1; refusal to provide the mandatory documents provided for in Article 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 Transactions is subject to restrictive measures or economic sanctions.

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

- If your Mangopay Account is inactive, as defined below;
- In the event that your Platform Agreement ends (at your initiative or at the Partner's initiative).

We inform you that the termination of the Terms and Conditions (and therefore the closure of your Mangopay Account) is only effective when the Mangopay Account has a zero balance.

### **4.3. Inactivity**

Your Mangopay Account will be considered inactive if you have not initiated any payment operations (such as Transfers or payouts) on your Account for a period of two (2) years and have not contacted us within that timeframe. 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 recover the funds in an External Account held by you to enable the closure of your Mangopay Account, or where possible, the recorded funds will automatically be deposited in your External Account. In the event that we are unable to pay you the funds, 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) euros 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.

In the event of death, the balance may only be reimbursed to your beneficiaries. The Mangopay Account will no longer permit the execution of payment operations.

### **4.4. 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 4.2.

If applicable, 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 terminated.

If the balance of your Mangopay Account is positive, you will need to recover the funds in an External Account held by you so that your Mangopay Account can be closed. If you do not recover your funds, we will continue to administer your assets diligently in accordance with the provisions below.

If the Partner no longer uses the Mangopay Services, Your Mangopay Account will be considered inactive if you have not initiated any payment operations (such as Transfers or payouts) on your Account for a period of one (1) year and have not contacted us within that timeframe. You will receive a notification of inactivity by email from the Platform or Mangopay, inviting you to contact Mangopay in accordance with the procedure that will be stated in the inactivity notification. If you are unable to transfer the funds from your Mangopay Account to your External Account, your funds will be held by Mangopay, in return for which we will deduct an administrative management fee of thirty (30) euros 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 funds recorded in your Mangopay Account, it will be maintained for the sole purpose of transferring the sums due to the External Account you have indicated, without prejudice to the administrative management fees charged by Mangopay.

In the event of death, the balance may only be reimbursed to your beneficiaries in accordance with Article 4.5. The Mangopay Account will no longer permit the execution of payment operations.

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

In the event of death, we will cease to provide the Mangopay Services. We will also restrict payments to the External Account until we receive instructions from the beneficiaries or notary in charge of the estate. Your funds may only be remitted to your beneficiaries when the documents allowing us to verify their legitimacy and identity are provided.

#### **4.6. Consequences of termination**

In the event of notice of termination of the Terms and Conditions, you will no longer be able to use all of the Mangopay Services and your Mangopay Account will be restricted to the operations necessary to transfer the funds recorded in your Mangopay Account into your External Account. The funds we hold in your Mangopay Account will be transferred to your External Account, subject to compliance with the identification requirements set out in Article 4.3. Your Mangopay Account will be permanently closed and the Terms and Conditions terminated once the Mangopay Account has a zero balance.

## **Section 5. 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 4.3.

## Section 6. Limitation of liability

Our liability is limited to the provision of Mangopay Services. We do not intervene in any legal or commercial relations, or in any disputes between you and the Partner, between you and a Payer or between you and any other user of the Platform. We do not exercise any control over the compliance or characteristics of the products and services for which we process a payment. We are extraneous to the contract between you and a Payer or between you and the Partner. As a result, we cannot be held liable for the non-performance or improper performance of the obligations resulting therefrom, nor for the fault, misconduct or negligence of any Payer or Partner committed towards you. The Partner is solely responsible for the security of their Platform, and you must contact the latter concerning any dispute relating to the use of their Platform. We are solely responsible for the security of the Mangopay Solution.

We shall under no circumstances be held liable (i) in the event of Mangopay Account blocking or suspension of the Mangopay Services which occurs in the cases provided for in these Terms and Conditions, (ii) in the event of unavailability of the Platform or your Interface, (iii) in the event of unauthorised access to your Interface or a security breach of the Platform, (iv) in case of interruption or disruption to our software and computer systems used to provide the Mangopay Solution and (v) in the event of non-performance or improper performance of the obligations arising from your contract with a Payer or with the Platform. 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 7. 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 Transactions 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.
- You agree to remain financially liable to Mangopay for the full amount of all Chargebacks, refunds, and fines that arise from your use of Mangopay Payments Services.

In the event of a breach of these commitments, we may take a number of 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 your funds to the extent reasonably necessary and for as long as reasonably necessary;
- Refuse at any time any Transaction, in this case we will notify you of the refusal and reasons within the limits imposed by law.

We are entitled to take any private legal action to compensate for any damage suffered by us as a result of your breach of your obligations under these Terms and Conditions. If you observe a breach of the aforementioned obligations, you may inform us of these actions by contacting us at: [compliance@Mangopay.com](mailto:compliance@Mangopay.com).

## Section 8. 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 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"), 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: [dpo.mangopay@mangopay.com](mailto:dpo.mangopay@mangopay.com).

By signing these Terms and Conditions, you: (i) declare that you have read our privacy policy available on the Mangopay commercial website at the following address: <https://mangopay.com/privacy-statement>; (ii) you agree to consult our privacy policy periodically, since you are aware that it may be adapted according to changes to our personal data processing activities or the 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 policy (<https://mangopay.com/privacy-statement>) to such third party(ies).

## Section 9. General Provisions

### 9.1. Professional secrecy

We are subject to strict professional secrecy obligations. However, professional secrecy may be lifted by virtue of a legislative, regulatory or prudential provision, in particular at the request of the supervisory authorities.

You agree that professional secrecy will be lifted for the benefit of the service providers to which we subcontract operational functions. Service providers to whom we will share data covered by

professional secrecy provide us with services related to fraud prevention, anti-money laundering and countering the financing of terrorism, as well as the hosting and security of our technical infrastructure. The data concerned are your Identity Data as well as data related to Transactions carried out through the use of Mangopay Services. We may also share certain technical data relating to the device you use (computer, telephone, etc.), your e-IDs, your IP address and information about your interaction with our Partner's Platform for fraud prevention purposes. Our service providers are generally located within the European Union, particularly in Luxembourg, Poland, France, Ireland, and Germany. Some of these entities are also located outside the European Union and the European Economic Area ("EEA"), among others in the United States, England, and Canada. In order to ensure the proper performance of Mangopay Services, you consent to your data being shared with entities within the Group to which Mangopay belongs, when such entities are involved in Mangopay Services provision. Lastly, you agree that professional secrecy will be lifted as part of legitimate requests from authorities empowered to require us to share certain information.

You also have the right to exempt us from professional secrecy by expressly informing us of the third parties authorised to receive your confidential information, as well as the categories of data to be disclosed.

## **9.2. 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.

## **9.3. 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.

## **9.4. Independence of the 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 obsolete or are declared as such pursuant to a law, regulation or following a final decision delivered by a competent court, the other provisions shall retain their binding force and scope.

## **9.5. Non-assignability**

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

## 9.6. 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.

## 9.7. 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.

## 9.8. 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 at the following email address: [complaint@mangopay.com](mailto:complaint@mangopay.com).

You will receive a response as soon as possible and no later than fifteen (15) business days following Mangopay's receipt of the complaint. However, for reasons beyond its control, Mangopay may not be able to respond within this fifteen (15) day period.

In this case, we will provide you with a response specifying the reasons for this additional time and the date on which it will send the final response. In any event, you will receive a final response no later than thirty-five (35) business days following receipt of the complaint.

We inform you that the *Commission de Surveillance du Secteur Financier* (CSSF) has jurisdiction to settle, on an extrajudicial basis, disputes relating to the implementation of these Terms and Conditions. For more information on the CSSF and the conditions of such recourse, you can consult the CSSF website (<https://www.cssf.lu/en/customer-complaints/>). We draw your attention to the fact that the CSSF cannot be engaged if the request is clearly unfounded or abusive, if the dispute has been previously examined or is in the process of being examined by another ombudsman or by a court, if the application to the ombudsman is submitted more than one year after the written complaint you have made to us, or if the dispute does not fall within the ombudsman's field of competence. If you are a consumer, you may also submit your dispute on the European Commission's Online Dispute Resolution platform at <https://webgate.ec.europa.eu/odr/>. The use of mediation is an alternative mechanism that does not constitute a precondition for taking legal action.

## 9.9. 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.

## 9.10. Applicable law and jurisdiction

These Terms and Conditions are subject to Luxembourg law, except where laws of public order (such as local consumer law) are intended to apply to the relationship that binds us.

In the event of a dispute between us, you accept the exclusive jurisdiction of the Luxembourg courts. However, if you are a consumer, you may either refer the matter to the court of your place of residence, or the court of the place of Mangopay's registered office, in accordance with Regulation No. 1215/2012 of 12 December 2012.

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## Specific Terms and Conditions for Mangopay Services in the event of Reuse of Funds or Top-up

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Version in force from 27 November, 2024

### Section 1 – Reuse of Funds available in a Mangopay Account

This section applies when you have the option (i) to use the funds available in your Mangopay Account to transfer funds to the Mangopay Account of another user of the Platform, and (ii) to receive into your Mangopay Account transfers of funds initiated from the Mangopay Account of another Platform user. This feature is only available if the Partner has specified that this option is available to you.

If the Payer is also a user of the Platform with a Mangopay Account, they have the option of paying you using available funds from their own Mangopay Account. This transaction is referred to as a **"Transfer"** under these Specific Terms and Conditions.

#### 1. Transferring funds from your Mangopay Account to another Mangopay Account

You may use the funds available in your Mangopay Account to make a payment to the Mangopay Account of another user of the Platform. In this case, you must log in to the Platform's Interface following the specified authentication procedure. Before initiating your payment, you must ensure that the available balance in your Mangopay Account is sufficient to cover the Transfer amount.

In order to make the payment to the Mangopay Account of another Platform user, you must indicate the amount, the beneficiary, and any other information requested by the Partner. Your payment 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 funds in the Mangopay Account of the user who is the beneficiary of the funds Transfer. We may refuse to carry out the transaction if the instruction is incomplete or erroneous. We may block a 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 a Transfer initiated from your Mangopay Account** – If you wish to dispute a payment 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 Transfer transaction. If you use the Mangopay Services as a professional, your dispute period is eight (8) 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.

## **2. Receiving a Transfer to your Mangopay Account**

You can receive funds in your Mangopay Account from other Platform users that hold a Mangopay Account through a Transfer. The funds received from a Transfer will be recorded in your Mangopay Account.

## **3. Refunding a Received Transfer**

If you wish to refund a Transfer in connection with a Transaction, you may request the total or partial cancellation of a Transfer received in your Account in accordance with this article. Cancellation of a Transfer will only be possible if the funds corresponding to the amount to be repaid are available in your Mangopay Account.

## **Section 2 – Funding your Mangopay Account (Top-up)**

This section applies when you have the option to perform a Top-up of your Mangopay Account.

Depending on the integration of the Partner Platform, you may be able to perform a Top-up of your Mangopay Account. A Top-up means the funds that you transfer to your Mangopay Account using a Mangopay Method of Payment or an External Method of Payment. You can then use the funds to perform a Transfer to another Mangopay Account of a user of the Platform.

The Article 3.7 “SCA Procedure” may apply to you, as certain actions you may take using the Mangopay Services are subject to the SCA Procedure, at Mangopay’s discretion (such as executing a Transfer).