

Appendix - Mangopay Payment Methods

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These specific terms govern the conditions applicable to the payment methods Mangopay makes available to its clients (hereinafter the **"Mangopay Payment Methods Terms"**). The Mangopay Payment Methods Terms supplement the Agreement (including its appendices) that defines the conditions under which the Partner integrates the Mangopay payment solution (API) on its online platform.

In the event of any conflict between these Mangopay Payment Methods Terms and any other terms agreed between the Parties, these Mangopay Payment Methods Terms shall prevail with respect to the provision and the use of Mangopay Payment Methods. The Partner agrees that this Appendix replaces any appendix or contractual terms related to 3D Secure.

The Mangopay Payment Method(s) activated by the Partner are detailed in the Order Form(s) or, in any other document formalizing the Parties' agreement to activate a payment method.

By activating any Mangopay Payment Methods, the Partner agrees to comply with the relevant provisions set forth herein.

1. Terms applicable to all Mangopay Payment Methods

1.1 Activation, use, suspension and deactivation of a Mangopay Payment Method

The availability of a Mangopay Payment Method may vary depending on the Partner's jurisdiction and business model.

The activation of a Mangopay Payment Method is subject to approval by the relevant Card Scheme and/or Acquirer and/ or the APM Provider.

If the Partner wants to activate a Mangopay Payment Method, it shall send a written notice to Mangopay and provide Mangopay with all documents and information requested.

The Partner hereby authorizes Mangopay to submit the Partner's Onboarding Information, or any other relevant information related to the Partner's activities to the relevant Card Scheme and/or Acquirer and/or the APM Provider. The

Partner acknowledges that the Card Scheme and/or Acquirer and/or the APM Provider may withdraw their approval for the provision of the Mangopay Payment Method to the Partner, at their discretion at any time.

In addition to any terms laid down in these Mangopay Payment Methods Terms, the use of any Mangopay Payment Method is subject to the rules defined in the Documentation.

The Partner acknowledges and agrees that Mangopay has the right to deactivate any Mangopay Payment Method in whole or in part (e.g., for a specific currency) or to suspend the provision of any Mangopay Payment Method in whole or in part (e.g., for a specific currency), to the Partner, immediately upon written notice if (i) a Card Scheme or the Acquirer or the APM Provider ceases to provide Mangopay with any service necessary for Mangopay to provide the Mangopay Payment Method or (ii) if a Card Scheme or the Acquirer or the APM Provider require Mangopay to suspend or terminate the services to the Partner with respect to the Mangopay Payment Method made available through such Card Scheme or Acquirer or APM Provider.

Mangopay shall use its best effort to provide the Partner with a reasonable notice before the deactivation or suspension of the Mangopay Payment Method, unless specific circumstances (such as immediate deactivation/ suspension from the Card Scheme / Acquirer/ APM Provider or for reasons linked to AML/CFT or fraudulent activities) require immediate suspension or deactivation of the Mangopay Payment Method. Mangopay shall use reasonable effort to propose an alternative for any discontinued Mangopay Payment Method. The suspension or deactivation of a Mangopay Payment Method by Mangopay shall not give any right for compensation to the Partner.

1.2 Other rules

Each Mangopay Payment Method is subject to its own specific rules, including but not limited to transaction limits, available currencies, and other applicable conditions. These details are outlined in the Documentation, which is updated regularly. Mangopay reserves the right to modify these rules at any time, at its sole discretion.

2. Terms applicable to Cards

The following Section applies only if Cards is activated as a Card Payment Method under the Agreement.

2.1 General Commitments

The Partner shall be solely responsible to ensure that the products, services or activities conducted through its Website (including by the Payers and the Customers) are compliant with the Card Scheme Rules (where relevant), Mangopay Accepted Activities Guidelines and any applicable law.

The Partner agrees that it shall not submit Card transactions which materially differ from those set out in the Onboarding Information and could as such impact compliance with the risk profile of the Partner's activities or compliance with the Card Schemes Rules, or any applicable law.

2.2 Compliance with Card Scheme Rules

The Partner shall comply with the relevant Card Schemes Rules. The Partner acknowledges that in case of violations of certain requirements of the Card Scheme Rules, the Card Scheme or the Acquirer can apply significant fines. Where Mangopay becomes aware of and/or receives any notice of a potential exposure to a fine related to any Partner's behaviour or activity, the Partner shall cooperate to investigate the relevant circumstances and remedy the relevant violation. Where possible, Mangopay will share with the Partner the relevant information about the potential fine by the Card Scheme or the Acquirer.

The Partner acknowledges and agrees that it is entirely and solely responsible for any fine issued by the Card Scheme or the Acquirer due to any violation by the Partner to the relevant Card Scheme Rules and shall fully indemnify on demand and hold Mangopay harmless from any fines applied by a Card Scheme or an Acquirer as a result of the Partner's violation of the Card Scheme Rules.

The Partner also acknowledges that some Card Scheme or Acquirer may require the Partner to enter into a direct agreement with the Card Scheme or the Acquirer under some circumstances.

2.3 Specific provisions applicable to SCA and 3D Secure for payment by Card

In line with regulatory requirements for SCA, payment service providers must authenticate online Card payments using two factors, with 3D Secure (including 3DS2) serving as the standard for Card payments. This protocol reduces unauthorized payments by verifying the cardholder's identity.

As payment service providers, Mangopay supports 3D Secure for card-based payments. Where supported by the relevant Card Scheme, and as outlined in the Documentation (3DS section)¹, the Partner may populate the SecureMode parameter value when creating a Pay-in via the API. However, Mangopay's application of SCA for Card payments may be dynamically determined based on the perceived risk associated with the payment and the Partner's risk profile, using proprietary SCA rules and machine learning models, as further described in the Documentation. Accordingly, the Partner acknowledges and agrees that these SCA rules run automatically and independently of the Partner's SecureMode parameters. As a result, Mangopay may decide to challenge the Card payment and force SCA (challenge flow) or, alternatively, allow a frictionless flow.

2.4 Management of Card Data and security

The Partner acknowledges that strict rules related to the security of payment instruments are imposed by the Card Schemes and Acquirers, such as PCI-DSS (Payment Card Industry Data Security Standard) in order to protect Cardholders against misuse of their card information.

The Partner acknowledges that the Card Data is exclusively processed, stored, transmitted, tokenized, or encrypted by PCI DSS-compliant service providers selected by Mangopay (which can be an affiliate entity of Mangopay). Mangopay shall be responsible to ensure that such service provider complies with all the Industry Data Security Standard (PCI-DSS). The Parties acknowledge and agree that neither Mangopay nor the Partner has access to any unencrypted Card Data.

The Partner shall comply at all times with the relevant security standards, as requested by Mangopay from time to time. Mangopay reserves the right to conduct any audit to ensure compliance of the Partner with any rules related to the security of payment instruments. This audit

¹
<https://docs.mangopay.com/guides/payment-methods/card/3ds#how-does-it-work>

carried out on the Partner (including outsourced activities) may be carried out by an internal audit service within Mangopay or by an external company subject to professional secrecy. Mangopay shall notify the Partner and/or its subcontractors in writing of its intention to carry out an audit, at least fifteen (15) calendar days before the audit starts, unless a shorter period is reasonably required. Any external company must be approved in advance by the Partner and/or subcontractors. The latter may refuse an alternative company only on the grounds of a conflict of interest. If an alternative company is rejected, Mangopay shall choose a new one. The audit report shall be communicated to both Parties and/or the subcontractors concerned. The costs of the audit shall be borne by Mangopay in the absence of any fault on the part of the Partner with regards to its obligations under these Mangopay Payment Methods Terms. Otherwise, the Partner shall undertake to reimburse Mangopay for the costs incurred upon first request and on receipt of proof. If the audit reveals any non-compliance or deficiencies from the Partner to its contractual or regulatory obligations, the Partner shall take all necessary corrective actions within the timeframe specified by Mangopay. In case the Partner fails to be compliant with any rules related to the security imposed by the Card Schemes and/or Acquirers, Mangopay may, at its own discretion (i) immediately suspend or deactivate the Card Payment Method or (ii) immediately suspend or terminate the Agreement, without prejudice to any other rights or remedies available to Mangopay. This audit right shall survive the termination of the Agreement for a period of 2 years, to the extent necessary to verify past compliance.

3. Terms applicable to Alternative Payment Methods

3.1 Terms applicable to Direct Debit

The following section applies only if Direct Debit is activated as a Mangopay Payment Method under the Agreement.

For the purposes of this section, the following terms shall have the meaning set forth below:

“Direct Debit Transaction Limit” means the maximum amount of a Direct Debit payment transaction that the Partner may request acquisition thereof by Mangopay.

“Direct Debit Transaction Limit by Default” refers to the maximum amount, by default, of a Direct Debit payment transaction that the Partner may

request acquisition by Mangopay and the amount of which is EUR 2,500 or GBP 1,800, as the case may be.

“New Direct Debit Transaction Limit” means the new maximum amount of a Direct Debit payment transaction that the Partner may request acquisition thereof by Mangopay following a request of increase of the Direct Debit Transaction Limit.

3.1.1 General principles

Direct Debit is a risky payment method, which the Partner acknowledges. For instance, in accordance with the applicable regulations, payments made via SEPA Direct Debit can be cancelled by the Payer within the first 8 weeks following the payment and the Payer is entitled to reimbursement of its payment without having to give any reason. In addition, the Payer can request reimbursement of the transaction within 13 months from the date of the payment if it can prove that the transaction has not been authorised.

Moreover, Direct Debit payments are problematic if the Payer does not have sufficient funds in its bank account, as banks process payment via Direct Debit without first checking whether the Payer has the funds. In that case, funds are paid to the beneficiary before being cancelled and the loss occurs if the beneficiary refuses to reimburse the amount received and cancelled by the bank. These are only illustrations, and other situations may give rise to chargebacks.

It is reminded to the Partner that, if Mangopay advances funds in case of a Chargeback, the Partner endorses the sole financial liability for all Chargebacks according to the provisions set out in the Article “Liability” of the MSA, irrespective of the Mangopay Payment Method, the reason and the origin of the Chargeback. Thus, it is the Partner's responsibility for reimbursing Mangopay the amount of payments that were subject to a Chargeback, which the Partner acknowledges and accepts.

3.1.2 Direct Debit Transaction Limit and increase of the Direct debit transaction limit

By default, the Direct Debit Transaction Limit is the Direct Debit Transaction Limit by Default.

The Partner may request Mangopay to increase the maximum amount of a payment transaction that can be acquired through Direct Debit.

Mangopay reserves the right to accept or refuse the request formulated by the Partner. Any increase of the Direct Debit Transaction Limit or activation of the Direct Debit as Mangopay Payment Method requires Mangopay prior approval in accordance with the procedure required by Mangopay.

3.1.3 Partner's obligations related to Direct Debit

The use of Direct Debit as Mangopay Payment Method is subject to the following Partner's commitments (hereinafter the "Direct Debit Commitments"):

- if the Direct Debit Transaction Limit is not greater than the Direct Debit Transaction Limit by Default, the Partner has the obligation to settle any Chargeback related to Direct Debit transaction(s) in accordance with payment terms provided in the Agreement.
- if the Direct Debit Transaction Limit is greater than the Direct Debit Transaction Limit by Default, the Partner has the obligation to settle any Chargeback related to Direct Debit transaction(s) within 10 (ten) calendar days.
- The Partner has the obligation to settle any other Chargeback (whatever the Mangopay Payment Method used) in accordance with payment terms laid down in the Agreement.

Non-compliance with any of the Direct Debit Commitment (regardless of the Direct Debit Transaction Limit) would lead to the following:

- Mangopay may decrease the Direct Debit Transaction Limit or deactivate the Direct Debit as Mangopay Payment Method, without notice and without incurring liability. Mangopay will notify the Partner via email of the decrease of the Direct Debit Transaction Limit to the amount freely determined by Mangopay or the deactivation of the Direct Debit as Mangopay Payment Method.
- Mangopay shall in no way be liable to the Partner for any consequences, loss and/or damages, whether direct or indirect, arising from the decrease of the Direct Debit Transaction Limit and/or deactivation of Direct Debit as Mangopay Payment Method due to a non-compliance with any of the Direct Debit Commitment.
- If the Partner fails to comply with one or more Direct Debit Commitments, a penalty of EUR 50 (fifty) per day of delay

may be automatically applied by Mangopay to the Partner for as long as the non-compliance persists. For the avoidance of doubt, any penalty will be due by the Partner to Mangopay in addition to the amount due for Chargebacks.

All the foregoing provisions are without prejudice to Mangopay's right to terminate the Agreement in accordance with its termination provisions.

In the case of insolvency proceedings and/or winding-up procedure against the Partner, Mangopay may deactivate the Direct Debit as Mangopay Payment Method immediately by sending a written notice to the Partner, irrespective of whether the Partner complies with the commitments.

Mangopay may also deactivate the Direct Debit as Mangopay Payment Method at its discretion by providing the Partner with 3 (three) months' written notice, irrespective of whether the Partner complies with the commitments.

4. Terms applicable to other Alternative Payment Methods

In addition to any relevant provisions of these Mangopay Payment Methods Terms, the Alternative Payment Methods may also be governed by the Alternative Payment Methods online terms made available to the Partner when relevant.

Definitions

The terms used with a capital letter that are not hereby defined shall have the meaning given in any documentation that is part of the Agreement.

Capitalised terms used in the Mangopay Payment Methods Terms shall have the meanings set forth below.

Acquirer

Means any financial institution that is authorised by a Card Scheme to enable the use of a Card Payment Method by accepting card transactions processed through Mangopay and collecting and transferring the corresponding funds to Mangopay. For Card Scheme Visa and Mastercard, the Acquirer may be Rapyd Europe hf. (No. 500683-0589) incorporated under the laws of Iceland ; Rapyd

	Payments Limited (No. 08053178), incorporated under the laws of England and Wales, BNP Paribas S.A. (no. 662042449), incorporated under the laws of France, or Crédit Mutuel Arkéa S.A. (no. 775577018) (and/or any affiliate) incorporated under the laws of France. For Card Scheme CB, the Acquirer may be Crédit Mutuel Arkéa S.A. (no. 775577018) (and/or any affiliate) or Mangopay. Mangopay may change Acquirer or use any other Acquirer at any time.		Visa rules ² , Mastercard rules ³ and CB rules ⁴ .
Alternative Payment Method (or APM)	Means any Mangopay Payment Methods other than Cards available through Mangopay.	Card Data	Means any sensitive Cardholder's data.
Alternative Payment Method Provider (or APM Provider)	Means any payment service provider or other duly authorized institution providing an Alternative Payment Method through Mangopay.	Mangopay Payment Method	Means any payment method, agreed between the Partner and Mangopay, made available by Mangopay through the API and enabling a Payer to remit funds to a Mangopay Account. Mangopay Payment Method includes both Card Payment Method and Alternative Payment Method, as the case may be.
Card	Means any form of credit card, debit card or prepaid card issued by any card issuer under a Card Scheme, such as VISA, MasterCard and any other brand supported by the Card Scheme.	Direct Debit	Means SEPA Direct Debit Core and/or BACS Direct Debit, as applicable. Direct Debit is part of the APM.
Cardholder	Means any person to whom a Card is issued and who is the owner of that Card. The Cardholder acts as a Payer under the Agreement.	SCA	Means Strong Customer Authentication.
Card Payment Method	Means a payment method supported by Mangopay through the Acquirer and relying on Card acceptance, enabling the Partner and/or third party nominated by the Partner (including the Customers) to accept payments from Cardholders.	Documentation	Means the technical documentation available on Mangopay's website.
Card Scheme	Means an incorporated body regulating Card acceptance of specific brands of Cards such as Visa, MasterCard, or any other similar organization, as supported by Mangopay.	Onboarding Information	Means all the information about the Partner's identity and business that is provided by the Partners to Mangopay during its onboarding process, as detailed in the Agreement and updated from time to time upon request of Mangopay.
Card Scheme Rules	Means the by-laws, operating rules or any other rules, regulations and procedures issued by the Card Scheme, as amended and/or supplemented from time to time. The Card Scheme Rules specifically include		

²<https://usa.visa.com/content/dam/VCOM/download/about-visa/visa-rules-public.pdf>

³<https://www.mastercard.us/en-us/business/overview/support/rules.html>

⁴ As shared by Mangopay from time to time. The CB rules apply only if Mangopay has shared them to the Partner.