
TERMS AND CONDITIONS FOR MANGOPAY PAYMENT SERVICES

Version in force from 27 July, 2026

Presentation

Mangopay S.A. is a limited liability company having its registered office at 4 rue du Fort Wallis, L-2714 Luxembourg and registered with the Luxembourg Trade and Companies Register under number B173459.

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* (CSSF – supervisory authority for the financial sector in Luxembourg 283 route d'Arlon L-1150 Luxembourg, www.cssf.lu) and can be consulted on the [CSSF's official website](http://www.cssf.lu) and on the [European official register \(Euclid\)](#).

Section 1. Definitions

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

AML/CFT	means the fight against money laundering and terrorist financing.
Chargeback	means any transaction processed through a Payment Method that, after being disputed by the Payer, is partially or fully returned to the Payer, initiated by the issuing payment services provider of the Payment Method used to remit funds to you.
External Account	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.
External Payment Method	means the payment methods and/or instruments offered to a Payer by a Third-Party PSP to carry out a Transaction on the Platform.
IBAN	means International Bank Account Number (under ISO 13616 standard) and allows to identify a payment account in the payment systems
Identity Data	means the data that you must provide us with in order to register for and use Mangopay Services.
Interface	means the user interface made available to you by the Partner on its Platform

(its website and/or mobile application).

CDD (Customer Due Diligence)	means the identification, verification and ongoing due diligence procedures carried out by Mangopay in relation to you, in accordance with applicable AML/CFT regulations and Mangopay's internal policies. These procedures may include, without limitation, the collection and verification of Identity Data and Supporting Documents, and any additional checks or information required by Mangopay to assess and monitor risks.
Legitimate Ground	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.
Mangopay Account	means the account that we have opened in your name after successful completion of the identity verification procedures (CDD) to provide the Mangopay Services.
Mangopay Methods of Payment Method	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.
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.
Mangopay Branches	means branches of Mangopay S.A., and includes: - <u>Spanish Branch</u>: Mangopay S.A. Sucursal en España, with registered offices at Calle de Velázquez, 34, Salamanca, 28001 Madrid, Spain; - <u>French Branch</u>: Mangopay S.A. with Registered offices at 4 rue de la Tour des Dames, 75009 Paris, France; and - <u>German Branch</u>: Mangopay S.A. with registered office at c/o WeWork, Stresemannstraße 123, 10963 Berlin – Germany. Individually a "Branch" or collectively the "Branches".
Specific Terms	means the Specific terms for Transfers and Top-ups, as attached to these documents, and that applies only when those services are made available to you through your use of the Platform, as approved by Mangopay.
Terms and Conditions	means these Mangopay Terms and Conditions for the use of the Mangopay Services.

Transfer	means a transfer of funds 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), as framed in the Specific Terms related to Transfers and Top-ups.
Platform Agreement	means the agreement you have entered into with the Partner to use its services and Platform.
Supporting Document	means any supporting document that we request from you in order to validate or verify your identity.
Payment Method	means an External Payment Method and/or Mangopay Payment Method.
New User	means a user of the Platform that uses Mangopay Services for the first time.
Partner	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.
Payer	means a person who makes a payment to you on the Platform via the Mangopay Solution.
Payment Operation	means all the payment operations executed by Mangopay as part of the Services provided to you, including receiving Transactions, execution of Payouts, and where the case may be, execution of Transfers.
Payment Services	means certain payment services as defined in EU Directive 2015/2366 (also known as "PSD2") that we provide to you as part of your use of the Platform. These services include the acceptance and processing of Payment Operations in order to transfer the corresponding funds to you.
Payout	means the withdrawal of all or part of the funds recorded in your Mangopay Account to your External Account
Platform	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.
Reserve	means a minimum amount of funds that you may be required to hold in your Mangopay Account which can be reserved by Mangopay and which may be 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.
SCA Procedure	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	means any payment service provider other than Mangopay.

PSP

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

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. The Services provided by Mangopay can only be used in connection with your activities on the Partner's Platform. In certain cases, our Branches may be involved in the provision of Services to you; for instance where an IBAN is assigned to your Mangopay account.

These Terms and Conditions only apply to persons who meet the conditions described above and for whom CDD has been successfully completed, in accordance with Article 3. 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 Mangopay Payment Method (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 payments.

You agree to comply with the Terms and Conditions, as well as any related specific terms and conditions where applicable, at all times during the term of your business relationship with Mangopay.

Section 3. Registration 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 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 at registration, 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 use Mangopay Services as a legal entity you declare and guarantee that:

- You are a legal representative of the registered legal entity and have full authority to legally bind them to these Terms and Conditions;
- All information you provide at registration, 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 country supported by Mangopay. The supported countries 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 use Mangopay Services, you declare and guarantee that:

- All information you provide at registration, 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 country 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. Onboarding process and conditions for registration with Mangopay Services

To register with 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 an interface hosted by Mangopay (or via the Partner's Interface, as the case may be) 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 acceptance of the Terms and Conditions forms part of the onboarding process with Mangopay. However, these Terms and Conditions enter into force only upon the successful completion of CDD. Prior to such completion, no contractual relationship exists between you and Mangopay.

Prior to the entry into force of the Terms and Conditions, you may be required to provide information and documents for the purpose of CDD. Mangopay reserves the right to accept or reject any onboarding request at its sole discretion.

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

Notwithstanding the above, Mangopay may, at its sole discretion, enable access to certain limited functionalities prior to the completion of some or all of the CDD process. Where relevant, such limited functionalities are made available on a temporary and exceptional basis and may be restricted, suspended or withdrawn at any time by Mangopay until the required CDD process has been successfully completed. The availability of such limited functionalities shall not affect the principle that access to the full scope of Mangopay Services contemplated under these Terms and Conditions remains subject to successful completion of the CDD process.

3.3. Mandatory information and documents

Applicable regulations require us to identify you and verify your identity (CDD) in order to provide you with the Mangopay Services. As part of your business relationship with Mangopay, you will be required to provide us with specific 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 at all times.

The initial provision of Identity Data and Supporting Documents forms part of a pre-contractual onboarding process prior to the entry into force of these Terms and Conditions.

You agree to provide the requested Identity Data and Supporting Documents promptly upon request and acknowledge that Mangopay may request such information at any time.

For registration with the Mangopay Services and until CDD has been successfully completed:

- no contractual relationship shall exist between you and Mangopay;
- Mangopay Services shall not be provided;
- no Mangopay Account shall be opened.

Mangopay reserves the right to reject any onboarding request or to discontinue the onboarding process where CDD cannot be successfully completed. Mangopay may also reject onboarding requests that are not completed within a reasonable period of time.

The list of required Identity Data and Supporting Documents is as follows (not exhaustive):

	Identity data	Supporting documents
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Legal entity	Company name; company email address; surname, first name, date of birth, nationality and country of residence of the legal representative(s). For associations: name of the association; name of the legal representative(s) (chairperson or co-chairperson, treasurer or secretary).	Identity document of the legal representative(s); articles of association of the legal entity; certificate of registration in the companies register. For associations: proof of registration; articles of association; a document confirming the capacity of the legal representative(s) (if it is not stated in the articles of association).
Natural person acting for professional purposes	Company name; company email address; surname, first name, date of birth, nationality and country of residence of the legal representative.	Identity document of the legal representative; certificate of registration in the companies register.
Natural person over the age of 18 acting for non-professional purposes (consumer)	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, our internal procedures or where Mangopay deems it necessary to complete certain verifications. We may also request that you provide us with updated Identity Data and Supporting Documents as part of our obligations to maintain up-to-date information concerning our users, and you are required to provide such information upon request.

If the information provided (Identity Data and/or Supporting Documents) is incomplete or incorrect, the registration request will be declined and no Mangopay Services will be provided. We may also ask you for any other additional documents we consider necessary for our AML/CFT controls, and you are required to provide such information upon request.

3.4. Conditions for access to Mangopay Services

Mangopay Services are only available once CDD has been successfully completed. Until CDD has been successfully completed, Mangopay shall not provide any Mangopay Services and any attempted Transaction, including any payment made in your favor, shall be declined or not processed by Mangopay.

3.5. Receiving payments (Transactions) and making refunds

3.5.1. Transactions made via a Mangopay Payment Method

The following provisions shall apply in the event that the Partner has integrated one or more Mangopay Payment Methods on its Platform. The Payment Methods provided by Mangopay are identified as such

on the Platform. Mangopay Services allow you to receive Transactions from a Payer as part of your activities 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 Payment Methods available on the Partner's Platform, under the terms we have agreed with the Partner. The Mangopay Payment Methods that are available to Payers may vary from time to time, the availability of Mangopay Payment Methods will be indicated by the Partner. This may include card payments, receipt of transfers (SEPA or international), and receipt of direct debits.

Transactions may only be received and recorded in a Mangopay Account once CDD has been successfully completed. Where CDD has not yet been successfully completed, any attempted Transaction shall be declined or not processed. Mangopay does not process, receive or hold any funds on your behalf prior to the successful completion of CDD. Once CDD is successfully completed, Transactions orders we receive on your behalf are recorded in your Mangopay Account, provided that we have received all necessary instructions and the corresponding funds from the Payer's PSP.

Disputing Transactions we have received for you – Depending on the Mangopay Payment Method used by a Payer, the Payer may be entitled to dispute a Transaction in accordance with the rules of said Mangopay Payment Method, even in the absence of fraudulent grounds ("Disputed Transaction"). This is particularly the case for card and direct debit Payment Methods. In the event that the Payer disputes a Transaction and we are required to return the funds to the Payer via the Mangopay Payment Method used for the Transaction, which is deemed to constitute a Chargeback, you remain financially liable to Mangopay for the full amount of such Chargebacks or refunds. Therefore, we reserve the right to deduct the corresponding amount from your Mangopay Account, including by offsetting such amount. 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 other means.

If a disputed Transaction can be contested by providing supporting evidence, you shall fully cooperate 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.

The recording of Transactions on your Mangopay Account in various currencies – We may be able to record Transactions we received on your behalf in the currency used by the Payer, depending on the geographical scope of the Partner and the currencies that are made available by us in this regard. You may therefore have several Mangopay Accounts in various currencies; every Mangopay Account will be denominated in a single currency.

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 refunded are available in your Mangopay Account.

The total or partial cancellation of the Transaction will be carried out using the Mangopay Payment Method initially used by the Payer for the respective Transaction, within the limits of the rules of each Mangopay Payment Method (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 Payment Methods such as card). In this case, the Transaction will be refunded to the Payer using another Payment Method.

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 Payment Method

The following provisions shall apply in the event that the Partner has integrated one or more External Payment Methods on its Platform. The External Payment Methods are made available to 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 settled with Mangopay by the Partner or directly by the Third-Party PSP. Transactions we receive on your behalf are recorded in your Mangopay Account, provided that we have received all necessary instructions and the corresponding funds. In any case, transaction orders will only be accepted and Transactions processed once CDD has been successfully completed. Where CDD has not been completed, such Transactions shall not be processed or shall be declined.

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 Payment Method 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 receipt 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 transferred to the External Account you registered. In this regard, you must hold the External Account that you register, unless otherwise permitted by Mangopay. 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 registering of the External Account and provided you completed the SCA Procedure, where applicable.

(ii) Paying funds into 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, if CDD requirements are not fulfilled or are no longer satisfied 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 execution of any transaction, including payment into your External Account is subject to the continued compliance with Mangopay's CDD and AML/CFT obligations.

(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 can be applied by the PSP holding the External Account in the event that the currency of funds payment indicated in your Mangopay Account is not the currency of 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:

- Accessing to your Mangopay Account
- Updating your Identity Data (including those used for SCA Procedure)
- Registering or modifying an External Account
- Executing a Payment Operation

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. Verification of payee

You acknowledge that certain actions you perform using the Mangopay Services — such as registering your external account or paying funds into your external account — may, where required, be subject to the verification of payee process under Regulation (EU) 2024/886 on instant credit transfers in euro. This rule is particularly important for Mangopay Accounts that have an associated IBAN.

Before authorising the said action, you will be informed by the Partner about whether or not the payment account identifier (IBAN) and the name of the payee that you have provided match with the corresponding data kept by the payment service provider of the payee.

If the IBAN and the name of the payee do not match or when the verification check is not possible, you will be informed that authorising the action might lead to transferring the funds to an external account

not held by the payee indicated by you. If you go ahead with this action, we cannot get your funds back if they are sent to the wrong payee.

3.9. Other services

3.9.1. Top-up and Transfers

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 or to fund your own Mangopay Account through a Top-up, the specific terms relating to the Transfers and Top-up also apply in addition to these General Terms and Conditions. You can consult the [Specific Terms](#) below.

The services described in this Article 3.9.1 and in the Specific Terms are only available once CDD has been successfully completed and a Mangopay Account has been opened.

3.10. Withholding Mechanism and Reserve

The following provisions aim to mitigate the risks for Mangopay and its customers (i.e. 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, we reserve 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, we will cease to apply the Withholding Mechanism as soon as there are reasonable grounds to consider that the risk(s) identified by us (i) to us, (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 we may set-off the amount withheld on your Mangopay Account under the Withholding Mechanism against any sums due by you to us 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 us as soon as there are reasonable grounds to consider the risk(s) identified by us (i) to us, (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 we 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.

3.11. Fees payable to the Partner

You authorise us 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.

3.12. 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.

3.13. 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, if CDD requirements are not fulfilled or are no longer satisfied 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.

Mangopay, as a subsidiary of a company based in the United States of America, takes into account the economic sanctions and other restrictive measures implemented in particular by the Office of Foreign Assets Control (OFAC) of the US Treasury Department. Where Mangopay deems it appropriate or necessary, Mangopay may 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.

3.14. Security

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 use our best efforts to 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, and our liability shall not be sought in this respect. You must notify us without undue delay upon becoming aware of any loss, theft, misappropriation or unauthorised use of or unauthorised access to, your Mangopay Account or any personalised security credentials associated with it. In such a case, your notification to Mangopay shall not in itself, affect the allocation of liabilities under these Terms and Conditions.

3.15. Anti-Money Laundering and Countering the Financing of Terrorism

In order to provide you with the Mangopay Services, the applicable regulations concerning anti-money laundering and countering the financing of terrorism (AML/CFT) 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 Payment Operation (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.

Mangopay may, at any time, require you to provide updated Identity Data and Supporting Documents as part of its ongoing CDD obligations. Failure to comply with such requests may result in the suspension of Mangopay Services, the blocking of your Mangopay Account, refusal to execute any Transaction or closure of your Mangopay Account.

3.16. Authorised Proxy

You may grant a power of attorney to any authorised person (an “**Authorised Proxy**”), including the Platform, to perform certain actions on Your behalf on Your Mangopay Account, among which

accessing to your account balance and associated transactions, executing Payment Operations, registering and/or modifying an External Account and change of personal information (e.g. email or telephone number).

Any action requested by an Authorised Proxy will be deemed validly authorised by you and executed on your behalf, as long as the proxy remains applicable. We will not be responsible for any dispute arising from any instruction received from an Authorised Proxy or from any disagreement between you and an Authorised Proxy. You accept full responsibility for granting such authority. You may at any time revoke a proxy granted to an Authorised Proxy by notifying Mangopay.

Section 4. Modification, term and termination

4.1. Modification of the Terms and Conditions

We may amend the Terms and Conditions at any time. You will be notified of any amendments by Mangopay or through the Partner. 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. By continuing to use Mangopay Services through the Platform after the two-month period, it means that you acknowledge and agree to the amended version of the Mangopay Terms and Conditions. If you decide that you do not agree to it, then it is necessary to close your Mangopay account. This closure will mean you are no longer able to receive payments through the Platform. To proceed with the closure of your Mangopay account, you will have to withdraw all remaining funds to an External Account. You can also notify the Platform or Mangopay customer support services of your desire to close your Mangopay account.

4.2. Entry into Force, term and termination

These Terms and Conditions are concluded for an indefinite period. They shall enter into force only upon the successful completion of CDD, at which point your Mangopay Account will be open and you will be able to access the Mangopay Services, subject to any limited functionalities that may exceptionally be made available prior to such completion pursuant to Section 3.2. Prior to such completion, no contractual relationship shall exist between you and Mangopay.

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. 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 Article 3.12.

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 or failure to provide the mandatory or updated required under Article 3.3; fraudulent or unlawful use of Mangopay Services; serious 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 if one of your Payment Operation is subject to restrictive measures or economic sanctions.

We may also terminate the Terms and Conditions upon notification 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 your account has not recorded any transactions – other than fees deduction – such as – execution of Payout, reception of Transfers or initiation of Transfers for a period of two (2) years. If your Mangopay Account is inactive and has a positive balance: if you do not reactivate your account, contact us or withdraw your funds to an External Account to enable the closure of your Mangopay Account, 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 or thirty (30) GBP per year, depending on the currency of your Mangopay Account (within the limit of funds available on your account).

Once the balance of your Mangopay Account becomes zero, we reserve the right to close the Account and to terminate these Terms and Conditions permanently. Until you take the necessary steps to recover the funds recorded in your Mangopay Account, the Account will remain blocked and maintained solely for the purpose of transferring the amounts due to the External Account you have registered, without prejudice to the administrative management fees charged by Mangopay.

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, by giving two (2) months' notice.

If applicable, if the balance of your Mangopay Account is zero, the Account will be closed at the end of the notice period and the Terms and Conditions will be deemed terminated.

If your Mangopay Account has a positive balance, you must transfer the funds to an External Account held in your name in order to close your Mangopay Account. If you do not recover your funds, we will continue to administer your assets with due diligence 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 action on your Account (such as a Payout, Transfer or funding your Account) for a period of one (1) year (i.e. 365 days) and have not contacted us within that timeframe. You will receive a notification of inactivity by email inviting you to transfer the funds to an External Account held in your name 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 or thirty (30) GBP per year, depending on the currency of your Mangopay Account.

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 closed and the termination of these Terms and Conditions will be completely effective.

Until you take the necessary steps to recover the funds recorded in your Mangopay Account, the Account will be maintained solely for the purpose of transferring the amounts due to the External Account you have registered, without prejudice to the administrative management fees charged by Mangopay.

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 3.3. Your Mangopay Account will be permanently closed and the termination of the Terms and Conditions completely effective 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 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, (v) in the event of non-performance or improper performance of the obligations arising from your contract with a Payer or with the Platform and (vi) in the event that a Transaction, Transfer, Top-up or Payment Operation is declined or not processed because CDD requirements have not been fulfilled or are no longer satisfied. 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

For the entire 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 Services.

In the event of a breach of these commitments, we reserve the right to 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.

Section 8. Protection of your personal data

In connection with the provision of Mangopay Services, we process your personal data ("Data"). In accordance with European Regulation (EU) 2016/679 ("General Data Protection Regulation" or "GDPR"),

only Data strictly necessary for the fulfilment of the specified purposes described in Mangopay's privacy statement is processed. For more information regarding the processing of your Data by Mangopay, please consult our privacy statement at: <https://mangopay.com/privacy-statement>. For any questions or requests relating to the processing of your Data, you can contact us at any time at: dpo.mangopay@mangopay.com.

By signing these Terms and Conditions, you: (i) declare that you have read our privacy statement available on Mangopay's commercial 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 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 9. General Provisions

9.1. Professional secrecy

We are subject to strict professional secrecy obligations.

You agree that professional secrecy will be waived for the benefit of the service providers with which we subcontract operational functions relevant for the provision of the Mangopay Services. Service providers with 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, and customer support services. 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, the United Kingdom and Canada.

You agree that professional secrecy will be lifted for the benefit of the Platform you subscribed to and which uses the Mangopay Services to allow payments related to your activities on the Platform. You authorize sharing information with the Platform(s) you subscribed to so that the Platform(s) can perform certain activities that are in your interest, including helping you when you contact their support center, supporting refund requests, contributing to fraud investigations, and carrying out audits. The data concerned are your Identity Data as well as data related to Transactions and external payments to your external bank account(s) carried out through the use of Mangopay Services. We may also share other data such as technical data (e.g., User ID) or status of some of our processes.

You also authorize Mangopay to share your Identity Data and Supporting Documents, including copies of your identity documents and other information or documents used for CDD, with the Partner you registered with and that needs this Identity Data and Supporting Documents for its compliance activities, such as the Partner's own CDD's obligations. By requesting the data to Mangopay, the

Platform aims to limit the need for the Partner to request the same data or documents that are collected by Mangopay for the compliance obligations applicable to its own Platform you registered with.

Such disclosure may take place for the duration of the contract between Mangopay and the Partner and, following its termination, only to the extent necessary to complete ongoing processes, such as migrations. You may revoke your consent at any time.

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.

We will provide acknowledgement of receipt of your complaint within 10 business days of receiving your complaint.

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. In any event, you will receive a final response no later than one (1) month i.e thirty (30) days following receipt of the complaint.

Therefore, when filling your complaint, please be sure to provide us with at least 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 of your complaint: what happened, when did the incident or problem occur and under which circumstances;
- Any documentation that could support your complaint or be useful.

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.

Specific Terms and Conditions for Mangopay Services in the event of Transfers of funds and/or Top-up

Version in force from 27 July, 2026

Where relevant to you, these Specific Terms and Conditions for Mangopay Services in the event of Transfers of funds and/or Top-up apply in addition to the above Terms and Conditions. Accordingly, all provisions of the main Terms and Conditions also apply to your use of the services described in these Specific Terms.

Section 1 – Transfer of funds

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 on your Mangopay Account transfers of funds initiated from the Mangopay Account of another Platform user. This feature is referred to as a “**Transfer**” and is only available if the Partner or Mangopay has specified that this option is available to you. A Transfer constitutes a Payment Operation per the Definitions in Section 1 of the Terms and Conditions for Mangopay Payment Services.

Transfers are only available if your CDD has been successfully completed and if you hold a Mangopay Account.

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. 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 effectuate a Transfer 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 Transfer 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 Transfer. We may refuse to carry out the Transfer if the instruction is incomplete or erroneous. We may refuse, block or suspend a Transfer from your Mangopay Account to another Mangopay Account if we suspect fraudulent or unlawful use of your Mangopay Account, if CDD requirements are not fulfilled or are no longer satisfied, a security breach of your Mangopay Account or for AML/CFT reasons, including but not limited to 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. 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 on your Mangopay Account

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

3. Refunding a received Transfer

If you wish to refund a Transfer you received on your Mangopay Account, you may request the total or partial cancellation of such 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 Payment Method or an External Payment Method. You can then use the funds to perform a Transfer to another Mangopay Account of a user of the Platform. A Top-up constitutes a Transaction as per the Definitions in Section 1 of the Terms and Conditions for Mangopay Payment Services.