
TERMS AND CONDITIONS OF USE FOR MANGOPAY SERVICES

Version of 5 August 2024

Presentation

Mirakl SAS is a French société par actions simplifiée incorporated in France registered number 530 897 990 and having its registered office at 10-12 Rue De Lubeck, 75016 Paris, France ("Mirakl").

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 B173459.

Mirakl, acting as an agent of Mangopay, is distributing a payment solution for platform operators allowing them to integrate a payment solution ("the Mirakl Payout Solution") on their website or mobile application, through which Mangopay processes payments.

In this context, Mangopay S.A. ("Mangopay", "we", "us", "our") will provide payment services to the platform operator, as described in Section 2 hereafter.

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) 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.

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.

Mangopay Account means the account that we have opened in your name to record Transactions that we process on your behalf.

Mangopay 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 use of the Mangopay Account, as well as 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.

Terms and Conditions	means these Mangopay Terms and Conditions of use.
Supporting Document	means any supporting document that we request from you in order to validate or verify your identity.
Data	means your personal data that Mangopay collects and processes in connection with the provision of Mangopay Services.
Identity Data	means the data that you must provide us with in order to subscribe to Mangopay Services.
Mirakl Environment	means the interface made available to you by Mirakl for the purpose of using the Mirakl Payout Solution.
AML/CFT	means the fight against money laundering and terrorist financing.
External Method of Payment	means the payment methods and/or instruments offered to a payer by a Third-Party PSP to carry out a Transaction on the Platform.
Platform	means the website or mobile application operated by you that integrates the Mirakl Payout Solution in order to process payments.
New User	means a user of the Platform that uses Mangopay Services for the first time.
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.
Third-Party PSP or PSP	means any payment service provider other than Mangopay.
Transaction	means the funds that we collect or execute on your behalf, under the Mangopay Services.

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 entity who subscribed to Mirakl Payout Solution and who uses the Mangopay Services to receive payments related to their activities. Mangopay Services may only be used in connection with the uses of the Mirakl Payout Solution.

Mangopay Account will be used for:

- The collection of your fees, in connection with the activities on your Platform.
- The collection of payment made by your customers on your Platform.
- The collection and payment of VAT for certain transactions
- Any other use as agreed with Mirakl and/or Mangopay

We have instructed Mirakl 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 Mirakl.

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

Section 3. Subscription to Mangopay Services

3.1. Eligibility conditions

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 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>).

3.2. Subscription

To subscribe to Mangopay Services, you must follow the registration and acceptance procedure indicated by Mirakl.

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 Mirakl's process. 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
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<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>
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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.

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 3.6 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 by Mirakl 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. Your Mangopay Account

3.5.1. General

Your Mangopay Account is available in various currencies, as indicated by Mirakl. We may open as many accounts as requested, in different currencies. Any transaction request will be executed only if the funds we hold on your behalf are sufficient to cover your request.

3.5.2. Receiving Payments from External Methods of Payments

Transactions are processed by the Third-Party PSP and delivered to Mangopay by you (acting as an agent) or by the Third-Party PSP. Transactions we receive on your behalf are recorded in your Mangopay Account(s), provided that we have received the funds. If the funds are not received for technical reasons, we will endeavour to do whatever is necessary to complete the operation. You hereby acknowledge that disputes are not managed by Mangopay.

3.5.3. 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 Mirakl: 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 by following the procedure provided by Mirakl.

You are not authorised to register as an External Account, an account that you do not hold.

(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 Mirakl

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. You will be notified of the reasons for the suspension, unless prohibited by applicable laws.

If you notice that a payment is made with errors, you can notify Mirakl 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.

3.6. Fees payable to Mirakl

You authorise Mangopay to deduct from your Mangopay Account any fees agreed between you and Mirakl in connection with the services provided by Mirakl. In this regard, you agree that the amounts to be deducted will be communicated to us by Mirakl. In the event of a dispute relating to the amount of the fees agreed between you and Mirakl and which we have deducted, we invite you to contact Mirakl.

3.7. 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.

3.8. Blocking your Mangopay Account and Mangopay Services

In order to provide you with the Mangopay 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 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. For any questions relating to the blocking of your Mangopay Account or the suspension of Mangopay Services, we invite you to first contact Mirakl. 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.

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.

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.

3.9. 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.

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 by Mirakl. 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 Mirakl 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 Mirakl or to Mangopay at: eu-account-closure@mangopay.com. You agree that your termination request will be sent to us by Mirakl 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 concluded with Mirakl ends (at your initiative or at Mirakl'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 no transaction has been recorded in your Account for two (2) years (excluding administrative management fees). When the balance of your inactive Mangopay Account is positive, you will receive a notification of inactivity. If your Mangopay Account has a positive balance and you do not demonstrate your willingness to continue using Mangopay Services, you will need to 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 Mangopay 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 termination

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 above.

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 Mirakl regarding Mirakl services, 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. You are solely responsible for the security of your 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 your Mirakl environment, (iii) in the event of unauthorised access to your Mirakl Environment or a security breach of the Platform, (iv) in case of interruption or disruption of your software and computer systems used to use the Mirakl Payout Solution 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;
- You agree not to use Mangopay Services for activities that are prohibited. The list of prohibited activities is available on our website (<https://mangopay.com/prohibited-businesses>);
- You agree not to impersonate another person or entity, falsify or conceal your identity or age, or create a false identity.

In the event of a breach of these commitments, we may take 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;
- Refuse to provide you with Mangopay Services in the future;

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 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.

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

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. 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.

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 Mirakl. 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.

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.