

**Manigo Terms of Service  
&  
Cardholder Terms and Conditions**

March, 2019

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## Manigo Terms of Service

PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS. YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO ALL OF THESE TERMS IF YOU HAVE CREATED OR USED A MANIGO SERVICE OR HAVE CLICKED AN "I ACCEPT" BUTTON WITH RESPECT TO THE USE OF MANIGO SERVICES.

THESE TERMS OF SERVICE ARE BETWEEN YOU (THE USER) AND MANIGO SERVICES LIMITED, A COMPANY INCORPORATED IN ENGLAND AND WALES WITH COMPANY NUMBER 9894618 AND WHOSE REGISTERED OFFICE IS AT LEVEL39 TECH HUB, ONE CANADA SQUARE, E14 5AB, LONDON UK. MANIGO IS A TECHNICAL SERVICE PROVIDER UNDER THE TERMS OF THE PAYMENT SERVICES REGULATIONS 2009 AND PROVIDES SUPPORT TO THE PROVISION OF PAYMENT SERVICES TO YOU BY THE CARD ISSUER. FOR THE AVOIDANCE OF DOUBT, MANIGO IS NOT REGISTERED OR AUTHORIZED BY THE FINANCIAL CONDUCT AUTHORITY, IT DOES NOT AT ANY TIME ENTER INTO THE POSSESSION OF FUNDS TRANSFERRED THROUGH THE MANIGO SERVICE AND DOES NOT PROVIDE ANY PAYMENT SERVICE ACTIVITIES (AS DEFINED IN THE PAYMENT SERVICES REGULATIONS 2009) TO USERS OF THE MANIGO SERVICE.

CASHFLOWS EUROPE LIMITED (THE CARD ISSUER), IS A COMPANY INCORPORATED IN ENGLAND AND WALES WITH COMPANY NUMBER 5428358 WHOSE REGISTERED OFFICE IS AT CPC1, CAPITAL PARK, CAMBRIDGE, CB21 5XE, UNITED KINGDOM. THE CARD ISSUER IS AN E-MONEY INSTITUTION AUTHORISED AND REGULATED BY THE FINANCIAL CONDUCT AUTHORITY (FCA FIRM REGISTRATION NUMBER: 900006) TO ISSUE E-MONEY AND PROVIDE CERTAIN PAYMENT SERVICE ACTIVITIES IN ACCORDANCE WITH THE E-MONEY REGULATIONS 2011. YOUR MANIGO CARD IS ISSUED BY AND IS THE PROPERTY OF THE CARD ISSUER.

PLEASE NOTE THE FOLLOWING RISKS OF USING THE MANIGO SERVICES, WHICH ARE SET FORTH IN MORE DETAIL IN THE RELEVANT SECTIONS OF THESE TERMS AND CONDITIONS: THE CARD ISSUER MAY CLOSE, SUSPEND, OR LIMIT YOUR ACCESS TO YOUR CARD ACCOUNT AND THE MANIGO SERVICES IF YOU VIOLATE THESE TERMS AND CONDITIONS, OR ANY OTHER AGREEMENT YOU ENTER INTO IN RELATION WITH THIS SERVICE, OR AS MAY BE OTHERWISE SPECIFIED IN THESE AND CONDITIONS. THE CARD ISSUER MAY ALSO USE FRAUD AND RISK MODELING WHEN ASSESSING THE RISK ASSOCIATED WITH YOUR CARD ACCOUNT.

THESE TERMS OF SERVICE ARE SEPARATE AND INDEPENDENT FROM THE TERMS AND CONDITIONS OF THE ISSUER ([THE CARDHOLDER AGREEMENT IN ANNEX 1](#)) WHICH GOVERNS THE RELATIONSHIP BETWEEN YOU AND THE ISSUER. BY AGREEING TO MANIGO TERMS OF SERVICE YOU SHALL BE DEEMED TO AGREE TO THE TERMS OF THE CARDHOLDER AGREEMENT AS WELL. IN THE EVENT OF A CONFLICT BETWEEN THESE TERMS OF SERVICE AND THE CARDHOLDER AGREEMENT, THE TERMS OF THE CARDHOLDER AGREEMENT SHALL PREVAIL.

### 1. Notices to Manigo

Notices to Manigo made in connection with this Agreement must be sent by postal mail to: Manigo Services Ltd, Level 39 Tech Hub, One Canada Square, London E14 5AB.

### 2. These Terms of Service

- 2.1. We may change these Terms of Service including without limitation changing the existing fee structure or introducing new fees, from time to time. If so, we will provide you with at least 60 days' notice unless we are required to make such a change sooner by law.

- 2.2. The up-to-date version of these Terms of Service will be available through the website. you should check the website regularly so that you can see the latest version. You will be bound by these Terms of Service and any amendments made to them.
- 2.3. You will be taken to have accepted any change to these Terms of Service that we notify to you unless you tell us that you do not agree with the particular change before the relevant change takes effect. In such circumstance, we will treat your notification to Us as notification that you wish to terminate these Terms of Service immediately and we will close the account and any other related service and refund the balance to you.

### **3. Scope of these Terms of Service**

- 3.1. These Terms of Service govern the use of Manigo by you and any User. The funds held in your Card Account are held as e-money and no interest will be paid on these. When You, or a User makes a debit Transaction, the value of the Transaction plus any associated fees payable will be deducted from your Card Account and used to complete the Transaction. When you, or a User makes a credit Transaction, the value of the Transaction minus any associated fees payable will be credited to your Card Account.

### **4. Intellectual Property**

The URLs representing the Manigo website(s), Manigo App, “Manigo” and all related logos of our products and services described in our website(s) and the Manigo App, are either copyrighted by Manigo, trademarks or registered trademarks of Manigo or its licensors. In addition and with reference to both Manigo website(s) and Manigo App, all page headers, custom graphics, button icons, designs and scripts are either copyrighted by Manigo, service marks, trademarks, and/or trade dress of Manigo. You and any User may not copy, imitate, modify, alter, amend or use them without our prior written consent. You and any User may not alter, modify or change these logos in any way, use them in a manner that is disparaging to Manigo or the Manigo Services or display them in any manner that implies Manigo’s sponsorship or endorsement. All right, title and interest in and to the Manigo website(s) and Manigo App and any content thereon is the exclusive property of Manigo and its licensors.

When providing us with content or posting content (in each case for publication, whether on- or off-line) using the Manigo Services, you grant Manigo a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all copyright, publicity, trademarks, database rights and intellectual property rights you have in the content, in any media known now or in the future. Further, to the fullest extent permitted under applicable law, you waive your moral rights and promise not to assert such rights against Manigo, its sublicensees or assignees. You represent and warrant that none of the following infringe any intellectual property right: your provision of content to us, your posting of content using the Manigo Services, and Manigo’s use of such content (including of works derived from it) in connection with the Manigo Services.

You and any User may not in any way perform any activities whose objective is reverse engineering of the Manigo App and the way Manigo technically works including APIs, technical communication protocol, technical protection measures. As an example, but not limited to, you may not:

- Decompile the Manigo App;
- extract, use, distribute any part of the Manigo App in any form;
- analyse the technical communication protocol used by Manigo for providing Manigo Services;
- perform any network packet inspection involving the Manigo App;
- copy and use any part of the technical communication protocol used by the Manigo App;
- investigate, bypass, disclose, publish in any form any technical protection measures used by the Manigo App such as, but not limited to, authentication handshakes, protocol

encryption, password authentication, code obfuscation, code signing, that control access to the code, the service or any specific functionality provided by the Manigo App;

- modify, adapt, integrate into other products, translate and re-write into another language or in another manner the Manigo App;
- copy any code into a program You create as a result of reverse engineering of the Manigo App;

## **5. Communication**

### **5.1. Electronic Delivery of Communications**

You agree and consent to electronic receipt of all Communications that we provide in connection with your Manigo Account and the Manigo Services. Since the Manigo Service is an electronic service, you agree that Manigo has no obligation to send, and you have no right to receive, communications in paper form. We will provide Communications to you by making them available through the Manigo Services or by emailing them to you at the primary email address listed in your Manigo Account profile. Electronic Communications shall be deemed to be received by you upon delivery in the following manner: Posting them to your Manigo App, or on our website or making them available through the Manigo Services.

The Issuer and Manigo may issue combined Communications for the sake of convenience and you hereby consent to such joint Communications. You acknowledge and agree that such joint Communications shall not make the Issuer or Manigo Services Limited responsible for the other's services.

### **5.2. Checking for Communications and Updates**

It is your responsibility to log on to your Card Account and the Manigo Services to open and review Communications that we deliver to you through those means. We may, but are not obligated under these Terms of Service to provide you with notice of the posting of a Communication to your Card Account or the Manigo Services. You are obligated to review your notices and Transaction history, and to promptly report any questions, apparent errors, or unauthorized Transactions. Failure to timely contact the Card Issuer may result in loss of funds or important rights. You agree that we will not provide you with a separate periodic statement for your use of the Manigo Services unless you specifically request one, in which case you may be charged a fee. You are responsible for reviewing the Transactions reflected in your Transaction history, as made available in the App.

## **6. Manigo is only a technology service provider**

Manigo provides technical support to the provision of payment services to you by the Card Issuer which enables you to make payments transactions through the Manigo App or Manigo Card. Manigo is an independent contractor for all purposes, and is not your agent or trustee. Manigo does not have control of, or liability for, the products or services that are paid for through the Manigo Services. Manigo does not at any time enter into the possession of funds transferred through the Manigo Service and does not provide any payment service activities (as defined in the Payment Services Regulations 2009) to Users of the Manigo Service. We do not guarantee the identity of any User or ensure that a third party will complete a Transaction.

## **7. Card Service**

To use the Manigo Services, you will be issued a Card by the Card Issuer and you hereby authorize us to share any Information you provide to us with the Card Issuer. The Card Issuer will use such Information that you provide in accordance with its privacy practices, including AML & fraud prevention. The Card Issuer will receive, hold and transfer funds on your behalf.

Manigo does not receive, hold, transfer or come into possession of your funds. Manigo provides the following technical services: administering your enrollment into that service; receiving, and

relaying your transfer instructions for execution by the Card Issuer; reporting services regarding the funds held or transferred for you by the Card Issuer; and, associated customer support.

## **8. Card Account**

Transactions with your Card Account may be limited by applicable limits set by the the Card Issuer or Manigo.

### **8.1. Reported Card Account Balance**

You acknowledge that balances and available funds reported via the Manigo Services are only approximate real time balances rather than the settled balances in your Account. A real time balance may not take into account pending debits. Despite that fact, Manigo will provide you information about pending debits when it has that information.

### **8.2. Loading Your Card Account**

To load your Card Account, you must request an electronic transfer from either your bank account or a debit card. In such a transaction, you are instructing Manigo to instruct Card Issuer to accept electronic transfers via direct deposit, or from a debit card, in the amount you specify, and to deposit such funds into your Card Account.

You can deposit money to your Card Account only from a bank account registered in your name. Transfers from third parties, including but not limited to companies, friends and family, will be returned to the sender's account after deducting third-party processing fees. Regular salary payments can be an exception. Please contact Manigo Customer Support in that case.

## **9. Identity Verification**

You agree to cooperate with all requests made by us or any of our third party service providers in connection with your Card Account, to identify you, verify your identity, or validate your funding sources or Transactions. Card Issuer reserves the right to close, suspend, or limit access to your Card Account and/or the Manigo Services in the event we are unable to obtain or verify such Information. You authorize Card Issuer, directly or through Manigo third party service providers, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information, requiring you to provide your date of birth, or other information that will allow the Card Issuer to reasonably identify you, including requiring you to take steps to confirm ownership of your phone number or payment instruments or verifying your Information against third party databases or through other sources. The Card Issuer may also ask to see your driver's license or other identifying documents at any time or proof of your address.

## **10. Security**

You are responsible for maintaining adequate security and control of your mobile phone, any and all IDs, passwords, personal identification numbers (PINs), or any other codes that you use to access the Manigo Services, Manigo Card and your Card Account. You should also carefully safeguard your Card. You agree to immediately notify us of any unauthorized use of your login credentials or other breach of security, either through the app, by phone at +44 (0) 1903 680 360 or by e-mail at support@manigo.com

All Transactions are processed by automated methods, and anyone who obtains your access credentials and/or mobile phone could use it to transfer your money without your permission. If you furnish your mobile phone and/or Manigo Services access credentials to a third party, a third party uses your login credentials, or you negligently make your mobile phone or access credentials available to a third party who then uses them, you will be liable for the Transactions conducted and other use or misuse of your Card Account until and unless the Card Issuer has been notified otherwise. You are responsible for any use or misuse with

respect to your login credentials. We may require you to close your Card Account and open a new one, and/or change your Manigo Services access credentials.

## **11. Methods of Sending, Spending, Requesting or Exchanging Money**

By sending, spending, requesting, collecting, splitting or exchanging money, you authorize and instruct Manigo to communicate your instruction to the Card Issuer to execute the transaction. Once you have provided your authorization for the Transaction, you will not be able to cancel it, except as provided for by applicable law. You are solely responsible for confirming the accuracy of any Transactions made by you.

### **11.1. Refused and Refunded Transactions**

When you send money, the recipient is not required to accept it. You agree that you will not hold Manigo liable for any damages resulting from a recipient's decision not to accept a payment. Any unclaimed, refunded or denied payment will be returned to you through the original Payment Instrument. Any unclaimed payment will be returned to you within 30 days of the date you initiated payment.

### **11.2. Sending Money to a Non-Manigo User**

Manigo Services may allow you to send money to someone who is not yet a Manigo User. In all cases, upon the sending of money, Manigo will invite the non-Manigo User to become a Manigo User in order to receive your payment or to receive money in their bank account. As part of that process, you authorize Manigo to send mail, email, SMS messages, and push notifications to the non-Manigo User on your behalf. If the non-Manigo User decides to accept your payment in their bank account, then Manigo will communicate these instruction to the Card Issuer to execute the Transaction. A third party may be instructed under an agreement with the Card Issuer to complete the Transaction to the non-Manigo User.

## **12. Restricted Activities**

### **12.1. Activities**

In connection with your use of the Manigo Services, or in the course of your interactions with the Card Issuer, Manigo, other Users, or third parties, you will not:

- Breach these Terms of Service, or any other agreement or policy that you have agreed to with Manigo, Card Issuer, or a Card Processor;
- Violate any law, statute, ordinance, or regulation;
- Use the Manigo Services to purchase or sell, or to facilitate the purchase or sale of, illegal goods or services, including, but not limited to: unlawful sexually oriented materials or services, counterfeit products, unlawful gambling activities, fraud, money laundering, the funding of terrorist organizations, or the unlawful purchase or sale of tobacco, firearms, prescription drugs, or other controlled substances;
- Infringe Manigo or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- Provide false, inaccurate or misleading information;
- Instruct us to send or receive what we reasonably believe to be potentially fraudulent funds on your behalf;
- Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
- Attempt to "double-dip" during the course of a Dispute, Chargeback, Reversal or other investigation, with "double-dipping" being defined as intentionally or knowingly receiving or intentionally or knowingly attempting to receive funds from both Manigo and a merchant or Card Issuer for the same Transaction;
- Control a Card Account that is linked to another Card Account that has engaged in any of these Restricted Activities;



- Conduct your business or use the Manigo Services in a manner that is likely to result in or may result in complaints, Disputes, Reversals, Chargebacks, fees, fines, penalties or other liability to Manigo, other Users, third parties or you;
- Use your Card Account or the Manigo Services in a manner that the Card Issuer, Visa, MasterCard, American Express, Discover or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules;
- Allow your Card Account to have a negative balance;
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure; facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission; or interfere or attempt to interfere with the Manigo Services;
- Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers;
- Circumvent any Manigo policy or determinations about your Card Account such as temporary or indefinite suspensions or other Card Account holds, limitations or restrictions, including, but not limited to, engaging in the following actions: attempting to create new or additional Card Account when a Card Account has a negative balance or has been restricted, suspended or otherwise limited; creating new or additional Card Accounts using Information that is not your own (e.g. name, address, email address, etc.); or using someone else's Card Account;
- Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us; or
- Use the Manigo Services in a manner that we believe may be a violation of any applicable electronic payment network rules, card association or network rules, or applicable law.
- Use the Manigo Services to trade FX for speculative purposes or for FX arbitrage.
- If your Card Account is used to conduct (or to attempt to conduct) Transactions that we believe are not permitted by these Terms of Service (such as one of the activities set forth above) or applicable law, we may, in our sole discretion, and without waiving any of our rights, freeze, close, suspend, terminate or limit your access to the Manigo Services. We reserve the right to refuse to facilitate any Transaction.

## 12.2. Actions

If the Card Issuer in its sole discretion, believes that you may have engaged in any Restricted Activities, we may take various actions to protect itself, other Users, other third parties, or you from liability. The actions it may take include but are not limited to the following:

- It may close, suspend, or limit your access to your Card Account or the Manigo Services (such as limiting access to any of your Payment Methods, and/or your ability to send money, make withdrawals, or remove financial Information).
- It may contact Users who have Transacted with you, contact your bank or debit card issuer, and/or warn other Users, law enforcement, or impacted third parties of your actions;
- It may update inaccurate Information you provided us;
- It may refuse to provide the Manigo Services to you in the future;
- It may take legal action against you; and
- The Card Issuer, in its sole discretion, reserves the right to terminate these Terms of Service, access to its website, or access to the Manigo Services for any reason and at any time upon notice to you.

If Manigo in its sole discretion believes that you may have engaged in any Restricted Activities which are relevant to its support of the provision of payment services by the Card Issuer, it may take various actions to protect ourselves, other Users, other third parties, or you from liability. The actions it may take include but are not limited to the following:

- It may together with the Card Issuer close, suspend, or limit your access to your Card Account or the Manigo Services (such as limiting access to any of your Payment Methods, and/or your ability to send money, make withdrawals, or remove financial information).
- It may contact Users who have Transacted with you, contact your bank or credit card issuer, and/or warn other Users, law enforcement, or impacted third parties of your actions;
- It may update inaccurate Information you provided us;
- It may take legal action against you; and
- Manigo in its sole discretion, reserves the right to terminate these Terms of Service or access to its website for any reason and at any time upon notice to you.

### **13. Fraud Monitoring**

Manigo and/or the Card Issuer may monitor your Transactions for the purpose of determining fraudulent activity and whether you are in good standing. Based on our methods, which are subject to change without notice, the Card Issuer may decide to suspend your Card Account, or in other ways limit your privileges. Manigo and or the Card Issuer will use all available information to help combat fraud on our system. If you believe your Card Account has been opened or used in an unauthorized manner in connection with a Transaction, please contact us.

### **14. Lost, stolen or & unauthorised transactions**

You should treat the value on the Card Account like cash in a wallet. If the Card is lost or stolen or there is unauthorised use of a Card, you may lose some or all of the value on your Card Account in the same way as if you lost cash. If you believe that any Transaction posted to your Card Account is unauthorised, has been posted in error or is otherwise incorrect, you must also let us know immediately by contacting Customer Support. We may require you to provide details in writing. You may be required to help us, our agents or any enforcement agency, at our request, if a Card is lost or stolen or if we suspect a Card is being misused. If a Card is reported lost or stolen we will cancel it and may issue a new one. A fee may apply. If you or a User finds the Card after it has been reported it lost, stolen or misused, you must destroy it and inform us immediately.

### **15. Location-Based Data**

You may opt-out of providing location data through your mobile device; Unless you opt-out of providing location data, you consent to the collection, use, sharing, and onward transfer of location data, as further set forth in the Privacy Policy.

### **16. Transactions made in foreign currencies**

16.1. If You use Your Card to purchase goods or services or withdraw cash in a currency other than the currencies of Your Card Account or if in order to facilitate any of your Transactions the currencies in your Card Account need to be converted, then such Transaction will be converted to the required currency on the day of the Transaction. The Card Issuer will use the prevailing wholesale interbank exchange rate at the time of the transaction. A good guide for the exchange rates on each day is the MasterCard Currency Conversion Tool: <https://www.mastercard.us/en-us/consumers/get-support/convert-currency.html>.

- 16.2. We reserve the right to revert foreign exchange trades done with you if traded prices differ from market rates due to any external factors such as volatile market conditions, system failure or any other external factors.
- 16.3. We will make every effort to provide you with the best possible FX rates – wholesale interbank rates. However, in certain circumstances it is not possible due to the FX market being closed, e.g. weekends or holidays. In such cases We might provide FX rates different from the last closed price to reflect a possible price gap on the market open.

#### **17. Release**

If you have a Dispute with one or more Users or the Card Issuer, you release Manigo (and our parent, our affiliates, and our and their respective officers, directors, agents, joint ventures, employees and suppliers) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such Disputes. You agree that you will not involve Manigo in any litigation or other Dispute arising out of or related to any Transaction, agreement, or arrangement with any User, the Card Issuer, advertiser or other third party in connection with the Manigo Services. If you attempt to do so, (i) you shall pay all costs and attorneys' fees of Manigo and its affiliates and shall provide indemnification as set forth below.

#### **18. Change in service providers**

Both the Card Issuer and Manigo have the right to change any of its third-party service providers, including without limitation the Card Processor, with or without notice, that we, in our sole discretion, deem to be reasonable in the circumstances. You agree to cooperate with the Card Issuer and Manigo and any other service providers selected by the Card Issuer as reasonably required for the Card Issuer or such other service providers to perform services for which it is responsible.

#### **19. Manigo is not a Card Issuer, Seller, or Processor**

- 19.1. Manigo is a technical service provider as defined in the Payment Services Regulations 2009 and is not a bank or other financial institution. Your conducting Transactions using the Manigo Services are between you and the Card Issuer, and not with Manigo or any affiliates. Manigo is not a party to your Transactions.
- 19.2. In order to use the Manigo Services you will be issued a Manigo branded card by the Card Issuer and you hereby authorize us to share any information you provide to us with the Card Issuer. The Card Issuer will use such information that you provide in accordance with its privacy practices, including AML & fraud prevention. The Card Issuer will receive, hold and transfer funds on your behalf.
- 19.3. Manigo does not receive, hold, transfer or come into possession of your funds. Manigo provides the following technical services: administering your enrollment into that service; receiving, and relaying your transfer instructions for execution by the Card Issuer; reporting services regarding the funds held or transferred for you by the Card Issuer; and, associated customer support.

#### **20. Customer Support**

If you have an inquiry regarding a payment made with Manigo, or you believe there has been an error or unauthorized Transaction, please contact the Manigo Customer Support immediately. Customer Support can be contacted via app, email at [support@manigo.com](mailto:support@manigo.com) or via phone at +44 (0) 1903 680 360.

#### **21. Recording calls**

You understand and agree that Manigo may, without further notice or warning and in our discretion, monitor or record the telephone conversations you or anyone acting on your behalf has with Manigo or its agents for quality control and training purposes or for its own protection. You acknowledge and understand that, while your communications with Manigo may be overheard, monitored, or recorded without further notice or warning, not all telephone lines or calls may be recorded by Manigo, and Manigo does not guarantee that recordings of any particular telephone calls will be retained or retrievable.

## **22. Closing Your Card Account**

### **22.1. How You May Close Your Card Account**

If you wish to close your Card Account you must contact us by phone at +44 (0) 1903 680 360. Your Card Account can be closed only by you and only over the phone. If you call us with such a request, Manigo will take certain steps to verify your identity and you agree to cooperate in such verification. Once Manigo has verified your identity and confirmed you wish to close your Card Account, the Card Issuer will close your Account. When your Card Account is closed, any pending instructions will be cancelled.

### **22.2. Limitations on Closing Your Card Account**

You may not close your Card Account to evade an investigation. If you attempt to close your Card Account while the Card Issuer or Manigo are conducting an investigation, it may freeze the account to protect all parties to the Manigo Services, its affiliates, or a third party against any liability. You will remain liable for any obligations related to your Card Account even after the Card Account is closed.

## **23. Indemnification**

You agree to defend, indemnify and hold the parties to these Terms of Service, our parents, affiliates and the officers, directors, agents, joint venturers, employees and suppliers of Manigo harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of these Terms of Service, your improper use of the Manigo Services, and/or your violation of any law or the rights of a third party.

## **24. Limitations of Liability**

In no event shall Manigo, our parent and affiliates, and the officers, directors, agents, joint venturers, employees and suppliers of Manigo ("Manigo Parties") be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our website, the Manigo services or these terms of service, however arising. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you. The liability of Manigo parties to you or any third parties in any circumstance and in the aggregate is limited to £50. In addition, to the extent permitted by applicable law Manigo parties are not liable, and you agree not to hold these parties responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from: (1) Your use of or your inability to use the Manigo Services; (2) Delays or disruptions in the Manigo Services; (3) Viruses or other malicious software obtained by accessing the Manigo Services or any associated site or service; (4) Glitches, bugs, errors, or inaccuracies of any kind in the Manigo Services; (5) The content, actions, or inactions of third parties; (6) A suspension or other action taken with respect to your Card Account; (7) Your need to modify practices, content, or behavior, or your loss of or inability to do business, as a result of changes to these terms of service or Manigo's policies. Manigo reserves the right to modify its policies and these terms of service at any time consistent with the provisions outlined herein.

## **25. No Warranty**

The Manigo Services are provided “as is,” “as available” and without any representation or warranty, whether express, implied or statutory. Manigo, and the officers, directors, agents, joint venturers, employees and suppliers of Manigo, our parent or our affiliates, (collectively, “Manigo Parties”), make no representation or warranty of any kind whatsoever for the services or the content, materials, information and functions made accessible by the Manigo Services used on or accessed through the Manigo Services, or for any breach of security associated with the transmission of sensitive information through the Manigo Services. The Manigo Parties do not warrant that the functions contained in the Manigo Services will be uninterrupted or error free. The Manigo Parties shall not be responsible for any service interruptions, including, but not limited to, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of payment transactions or the Manigo Services. The Manigo Parties specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

Manigo does not have any control over the products or services that are paid for with the Manigo Services. Manigo is not responsible for the quality, performance, or any consequential results of the products and or services purchased during the transactions. Manigo cannot ensure that a merchant you are dealing with will actually complete the transaction or is authorized to do so. Manigo does not guarantee continuous, uninterrupted or secure access to any part of the Manigo Services, and operation of the Manigo Services may be interfered with by numerous factors outside of our control. Manigo will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts and credit cards are processed in a timely manner but Manigo makes no guarantees or warranties regarding the amount of time needed to complete processing because the Manigo Services are dependent upon many factors outside of our control, such as delays in the banking system. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. This paragraph gives you specific legal rights and you may also have other legal rights that vary from state to state.

## **26. Complete Agreement**

These Terms of Service and the Cardholder Agreement set forth the entire understanding between you, the Card Issuer and Manigo (as technical service provider) with respect to the Manigo Services. Any other terms which by their nature should survive, will survive the termination of these Terms of Service. Unless stated otherwise in these Terms of Service, if any provision of these Terms of Service is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

## **27. Force Majeure**

We shall not be liable for any delays in processing or other nonperformance caused by such events as fires, telecommunications failures, utility failures, power failures, equipment failures, software failures, labor strife, riots, war, terrorist attack, nonperformance of our vendors or suppliers, acts of God, or other causes over which Manigo has no reasonable control, and nothing in this section will affect or excuse your liabilities and obligations under these Terms of Service.

## **28. Governing Law**

You agree that the laws of the United Kingdom, without regard to principles of conflict of laws, will govern these Terms of Service and any claim or Dispute that has arisen or may arise between you and Manigo.

## SCHEDULE 1 – DEFINITIONS

**"Cardholder Agreement"** means the "Manigo Cards Terms and Conditions" in Appendix

**"Chargeback"** means a request that you file directly with your debit card company to invalidate a Transaction.

**"Card"** means a Manigo-branded card issued to you by Issuer.

**"Card Account"** has the meaning given in the Cardholder Agreement.

**"Card Issuer"** or **"Issuer"** means CashFlows Europe Limited (registered number 5428358), CPC1, Capital Park, Cambridge, CB21 5XE, United Kingdom, CashFlows Europe Limited is an electronic money issuer regulated by the Financial Conduct Authority under registration number FRN: 900006.

**"Communications"** means any Manigo Account or Transaction information provided to you, including: any agreements and policies you agree to, (e.g., these Terms of Service) including updates to these agreements or policies; disclosures and notices, including prospectuses and reports for transaction receipts or confirmations; Manigo Account statements and history; and payments authorizations and transaction receipts or confirmations; documents; and any other information related to your Manigo Account or the Manigo Services.

**"Information"** means any confidential and/or personally identifiable information or other information, including but not limited to the following: name, email address, date of birth, tax identification number, billing/shipping address, phone number and financial information.

**"Mobile App"** or **"App"** or **"Manigo App"** means the application on your mobile device through which you use the Manigo Services.

**"Manigo"** means Manigo Services Limited

**"Manigo User"** or **"User"** means any person or entity using the Manigo Services including you and other Manigo Members.

**"Manigo Services"** means the services that allow Users to make (i) Card Transactions; (ii) transfer monies to other Users or Non Users; or (iii) withdraw monies from your Card Account using a mobile device, Manigo card, the internet or other technologies through which Manigo may choose to offer its services from time to time.

**"Manigo Wallet"** means the digital interface that allows you to add, manage and access Payment Instruments, conduct payment transactions and make other permitted uses of the Manigo Services.

**"Payment Instrument"** means a Card Account, a Registered Bank Account, or the Manigo Card.

**"Transaction"** means the use of the Manigo Services to instruct a third party to send/receive/exchange funds on your behalf for a purpose permitted hereunder.

**"Us"** or **"We"** means Manigo Services Limited

**"Website"** means [www.manigo.com](http://www.manigo.com).

**SCHEDULE 2 – FEES****Multi currency account**

Mobile App	Free
Manigo MasterCard	Free
Account management	Free
Security Features	Free
Replacement ManigoCard	£5/€5 or other currency equivalent
Secondary ManigoCard	£5/€5 or other currency equivalent

**Top-up / Loading**

Bank Transfer	Free
Debit card	Free

**Transactions**

Instant transfers ( <i>Manigo to Manigo</i> )	Free
Bank transfers	Free
ATM withdrawals	Free up to £200 (or currency equivalent) per calendar month. A 2% fee applies thereafter.
FX Rates	Live interbank market rate*
Currency exchange transactions ( <i>Currency exchange and cross-currency card purchases, 1% fee withdrawals, and bank transfers</i> )	
Transfer changes or recalls	£10 per transfer recall, MT103 request or trace.

\*Manigo will aim to provide the best live market exchange rate wherever possible. As the FX market is closed over the weekend, there is no live market rate. That's why Manigo will set a rate based on the market close before the weekend and our currency exposure. Some illiquid currencies are hard for us to trade which means the rate we can offer may differ from the live interbank rate. For such illiquid currencies like Thai Baht, Russian Rouble and Ukrainian Hryvnia we will offer the best available exchange rate we can provide at the time.

## **ANNEX 1 – Cardholder Terms and Conditions**

You must read these terms and conditions carefully. By using your Manigo card you will be deemed to have accepted these terms and conditions. If you do not accept these terms and conditions you should not use your Manigo card.

Your Manigo card is issued by and is the property of CashFlows Europe Limited (registered number 5428358), CPC1, Capital Park, Cambridge, CB21 5XE, United Kingdom, CashFlows Europe Limited is an electronic money issuer regulated by the Financial Conduct Authority under registration number FRN: 900006.

### **1. Terms and Conditions**

- 1.1. We may change these Terms and Conditions including without limitation changing existing fees or introducing new fees, from time to time by providing You with at least 60 days' notice unless We are required to make such a change sooner by law. All such changes will be posted on the Website and such other means, We agree with You.
- 1.2. The up-to-date version of these Terms and Conditions will be posted on the Website. You should check the Website regularly so that You can see the latest version. You will be bound by these Terms and Conditions and any amendments made to them. We recommend that You print off a copy of these Terms and Conditions to keep for Your records.
- 1.3. You will be taken to have accepted any change We notify to You unless You tell us that You do not agree to it prior to the relevant change taking effect. In such circumstance, We will treat Your notice to Us as notification that You wish to terminate these Terms and Conditions immediately and We will refund the balance on Your Card Account. In this circumstance You will not be charged a refund fee.

### **2. Scope of these Terms and Conditions**

- 2.1. These Terms and Conditions govern Your use of Cards linked to your and Card Account. The funds for all Transactions are held in Your Card Account and no interest will be paid on these. When You make a Transaction using Your Cards the value of the Transaction plus any associated fees payable will be deducted from Your Card Account and used to complete the Transaction.
- 2.2. Cards issued to you are prepaid cards and the funds loaded onto each Card are known as electronic money. Your Card is not a credit card, charge card or a debit card. You can only spend to the value of the funds that You load onto Your Card Account. All Cards are issued by CashFlows Europe Limited pursuant to a license by MasterCard®.
- 2.3. Although Our activities are regulated by the Financial Conduct Authority, neither Your Cards nor Your Card Account are covered by the Financial Services Compensation Scheme. However the funds in Your Card Account are safeguarded by Us, which means that they are kept separate from Our assets so in the unlikely event We become insolvent, Your funds remain safe from Our creditors.

### **3. Cards issuance**

- 3.1. To be issued a Card You must be at least 18 years old. Before We can issue You a Card We will need to know some information about You. We will check Your identity and where You live. We may use third parties to obtain this information and carry out checks on Our behalf, this may include using credit reference agencies. However a credit check is not performed and Your credit rating will not be affected.
- 3.2. We reserve the right to refuse to issue You a Card.
- 3.3. If You have any problems with Your Card please contact Customer support.



- 3.4. If You receive a plastic Card, You must sign it as soon as You receive it and activate it. Activation instructions are set out on the packaging that Your Card is attached to. Your Card cannot be used until this is done.
- 3.5. We may allow You to have additional cardholders in accordance with these Terms and Conditions.
- 3.6. Any additional cardholder must be at least [13] years old. This is Your responsibility to demonstrate to Us, and We may ask for proof of identity including name, date of birth and address and proof that You are the parent or legal guardian of the additional cardholder. You must confirm with any additional cardholder that they consent to You providing this information to Us and We may ask for proof of such consent.
- 3.7. You will be responsible for the use of any additional Cards and for any applicable fees or charges that any additional cardholders may incur. These Terms and Conditions apply to any additional Cards and You must make sure that any additional cardholder complies with the requirements of these Terms and Conditions in respect of their Card.
- 3.8. You must make sure that any additional cardholders under 18 years old do not use a Card for any purpose for which the minimum age is 18 or higher, e.g. gambling, adult entertainment, or purchase of alcohol.
- 3.9. You can request that additional cardholders are issued Cards with either a shared balance with the primary cardholder or an additional Card that has a separate balance and We will charge a fee per Card as set out in the Fees Summary. Both the shared balance and separate balance additional Cards can only receive funds (top-up) by load from the primary Card. All transactions or charges on the shared balance Card will be deducted from Your balance. All transactions or charges on the separate balance Card will be deducted from the balance on that additional Card.
- 3.10. If Your Card expires or is terminated, access to Your balance will cease for any additional cardholder and any additional cardholder Cards will expire or terminate as applicable. This will happen even if the expiry date printed on an additional cardholder's Card is later than that on Your Card.

#### **4. Loading your card**

- 4.1. Funds can be transferred into Your Card Account by You or by an other individual or entity using one of the following options:
  - a. By making a bank transfer
  - b. By using a debit card
  - c. By cash deposits through specified Payment Service Providers

*This feature is not available yet.*

- d. By any other Account Holder

This is also defined as Person-to-Person (P2P) transfer.

- 4.2. Depending on the method You use to load Your Card Account, a fee may be charged, see Fees Summary for details.
- 4.3. Limits apply to the number of times Your Card Account may be loaded in a day. Minimum and maximum load limits also apply, these are set out in the Fees Summary. We reserve the right to refuse to accept any particular load transaction.

#### **5. Using your card**

- 5.1. You can use Your Card to purchase goods and services anywhere MasterCard® is accepted. You can also withdraw cash at an ATM or over the counter at a financial institution displaying the MasterCard® logo, subject to there being sufficient funds in Your Card Account and the Merchant, ATM supplier or financial institution being able to verify this online.
- 5.2. There are spending and withdrawal limits for the use of Your Card, please see Fees Summary for details.

- 5.3. Be aware that some ATM providers charge additional fees for the use of their ATMs and some Merchants add a surcharge for using certain types of cards. You may also be subject to their terms and conditions of business. It is Your responsibility to check before proceeding with Your Transaction.
- 5.4. We reserve the right to decline any Transactions at Our discretion.
- a. We may at any time suspend, restrict or cancel Your Card or refuse to issue or replace a Card for reasons relating to the following:
    - i. We are concerned about the security of Your Cards or Card Account;
    - ii. We suspect Your Card is being used in an unauthorised or fraudulent manner;
    - iii. You break an important part of these Terms and Conditions or repeatedly break any term in these Terms and Conditions and fail to resolve the matter in a timely manner; or
  - b. If We take any of the steps referred to above in *Section 5.4a.*, We will tell You as soon as We can or are permitted to do so after We have taken such steps. We may ask You to stop using Your Card and return it to Us or destroy it. We will issue You with a replacement Card if after further investigations We believe that the relevant circumstances no longer apply.
  - c. We may also decline to authorise a transaction:
    - i. if We suspect Your Card is being used in an unauthorised or fraudulent manner;
    - ii. if sufficient funds are not loaded on Your Card at the time of a Transaction to cover the amount of the Transaction and any applicable fees; or
    - iii. if We believe that a Transaction will break the law;
  - d. If We refuse to authorise a Transaction, We will, if practicable, tell You why immediately unless it would be unlawful for Us to do so. You may correct any information We hold and which may have caused Us to refuse a Transaction by contacting Customer support.
- We shall not be liable in the event that a Merchant refuses to accept Your Card or if We do not authorise a Transaction, or if We cancel or suspend use of Your Card. Unless otherwise required by law, We shall not be liable for any loss or damage You may suffer as a result of Your inability to use Your Card for a Transaction.
- 5.5. You must not spend more money with Your Cards than You have in Your Card Account. You are responsible for ensuring that You have sufficient funds when You authorise a Transaction. If this occurs You must pay the overspend to Us immediately. We will take any such action seriously and take any steps necessary to enforce any actions against You.
- 5.6. You agree that once We notify You of any such overspend by whatever means You must repay it immediately. We reserve the right to deduct an amount equivalent to the overspend from any other Cards the You hold with Us or from any other payment instrument You designate to Your Card Account and against any funds which You subsequently paid into Your Card Account. We may suspend Your Card and any other Cards connected to You until we are reimbursed the overspend amount.
- 5.7. In certain sectors, Merchants such as car hire companies, hotels, restaurants and other service providers will estimate the sum of money You may spend or for which You require authorisation. The estimate may be for greater than the amount You spend or are charged, for example:
- a. at restaurants You may be required to have a maximum of 20% more on Your Card than the value of the bill to allow for any service charge added by the restaurant;
  - b. at “pay at pump” petrol pumps (if applicable) You may be required to have an amount equal to the maximum Transaction value permitted at the pump in Your Card Account.  
This means that some of the funds on Your Account may be held for up to 30 days until the Merchant has settled the Transaction amount and accordingly, You will not be able to spend

this estimated sum during this period. We cannot release such sum without authorisation from the Merchant.

- 5.8. Merchants may not be able to authorise a Transaction if they cannot obtain online authorisation from Us. Any refunds for goods or services purchased with Your Card may only be returned as a credit to the Card. You are not entitled to receive refunds in cash.
- 5.9. We accept no responsibility for the goods or services purchased by You with Your Card. All such disputes must be addressed directly with the Merchant providing the relevant goods or services. Once You have authorised Your Card to make a purchase, We cannot stop that Transaction.
- 5.10. Authorising Transactions:
  - a. A Card Transaction will be regarded as authorised by You where You authorise the Transaction at the point of sale by following the instructions provided by the Merchant to authorise the Transaction, which includes:
    - i. entering Your PIN or providing any other security code;
    - ii. signing a sales voucher;
    - iii. providing the Card details and/ or providing any other details as requested;
    - iv. waving or swiping the Card over a card reader;
    - v. inserting a Card and entering Your PIN to request a cash withdrawal at an ATM;
    - vi. making a request for a cash advance at any bank counter.
  - b. Authorisation for a Transaction may not be withdrawn (or revoked) by You after the time We have received it. However, any transaction which is agreed to take place on a date later than the date it was authorised may be withdrawn if You give notice to the Merchant (providing a copy of the notice to Us) as long as notice was provided no later than the close of business on the business day before the transaction was due to take place. We may charge You a fee if a transaction is revoked by You under this Section (see the Fees Summary for details).
- 5.11. We reserve the right to apply a monthly maintenance charge, if we do, the amount will be set out in the Fees Summary. You are responsible for all Transactions and fees charged to Your Card Account.

## **6. Transactions made in foreign currencies**

If You use Your Card to purchase goods or services or withdraw cash in a currency other than the currency of Your Card Account, then such Transaction will be converted to the currency of Your Card on the day We receive details of it. We will use MasterCard<sup>®</sup> authorised rates applicable for such a Transaction see [www.mastercard.com/global/currencyconversion](http://www.mastercard.com/global/currencyconversion). A foreign exchange fee will also apply (see Fees Summary for details). Wherever You use Your Card, you must always do so in compliance with the laws of that jurisdiction.

## **7. Disputed Transactions**

- 7.1. You may be entitled to claim a refund in relation to Transactions made using Your Card where:
  - a. the Transaction was not authorised under these Terms and Conditions;
  - b. We are responsible for a Transaction which was incorrectly executed and notified to Us in accordance with *Section 12* below;
  - c. a pre-authorised Transaction did not specify the exact amount at the time of its authorisation and the amount charged by a Merchant is more than You could reasonably have expected taking into account normal spending patterns on the Card or the circumstances of the Transaction. However a claim for a refund in this circumstance will not be accepted if the amount of the Transaction was made known to You at least 4 weeks before the Transaction date or if the claim is made more than 8 weeks after being debited to Your Card Account;
  - d. We were notified of the unauthorised/incorrectly executed transaction within 13 months of the debit date of such Transaction.

- 7.2. If any of the above circumstances apply, You should contact the Merchant first as this may lead to a quicker resolution of the dispute. You can also ask Us to investigate the Transaction or misuse of Your Card. We will immediately process a refund of the amount of the disputed Transaction. We may need more information and assistance from You to carry out such investigation.
- 7.3. If We refund a disputed Transaction to Your Card Account and subsequently receive information to confirm that the Transaction was authorised by You and correctly posted to Your Card Account, We shall deduct the amount of the disputed transaction from the funds in Your Card Account. If there are no or insufficient funds then the provisions regarding overspend on Your Card Account (see *Section 5.6* will apply) will apply.
- 7.4. If Our investigations discover that the disputed transaction was genuine and authorised by You directly or indirectly, or that You have acted fraudulently or with gross negligence, We may charge You an investigation fee (see the Fees Summary for details).

## **8. Card expiry & damage & new cards**

- 8.1. Cards are valid for a period of [36] months from the date of issue. The expiry date of Your Card is printed on its front. You will not be able to use Your Card once it has expired, nor will you be able to use the funds in Your Card Account. We reserve the right to decline to issue a replacement Card.
- 8.2. If You do not request, nor have we provided you with a new Card following expiry of Your Card, any funds remaining in Your Card Account will remain for a period of 6 years from the Card expiry date. Your Card Account will be subject to a monthly maintenance charge (see Fees Summary). You may contact Customer support to request Your funds be returned to You at any time within the 6 year period. The funds cannot be provided to you in the form of cash (notes and coins). Any funds remaining in Your Card Account after 6 years will not be refunded.
- 8.3. Your Card is valid for the period stated on the Card, unless its use is terminated earlier by Us or You in accordance with these Terms and Conditions.
- 8.4. If You ask, We may replace a damaged Card, in this circumstance a fee may apply (see Fees Summary for details). You will be asked to provide Us with Your Card number and other information so that We can identify You.

## **9. Refunds**

- 9.1. If You receive a refund of sums paid for goods and services on Your Card, the refund amount will be added to the balance in Your Card Account.

## **10. Keeping your card safe**

- 10.1. You must keep Your Card safe. Your Card is personal to You and You must not give it to anyone else to use. You must take all reasonable precautions to prevent fraudulent use of Your Card.
- 10.2. You will receive a PIN for Your Card and You must keep Your PIN safe. This means that when You receive Your PIN You must memorise it. You must keep Your PIN secret at all times. You must not disclose Your PIN to anyone including friends, family or Merchant staff.
- 10.3. If You suspect that someone else knows Your PIN, change it as soon as possible. You can change it at most ATM's by selecting the "PIN Services" option or when You log on to Your Card Account. If You forget Your PIN You can access it when You log on to Your Card Account.

## **11. Liability**

- 11.1. If You know or suspect that Your PIN is known to an unauthorised person, or if You think a Transaction is unauthorised or has been incorrectly executed You must tell Us without delay by contacting Customer support. If You know or suspect Your Card is lost or stolen You must contact Customer support straight away.

- 11.2. Subject to *section 11.3*, Your maximum liability for any unauthorised Transactions on Your Card is £35, unless our investigations show that any disputed Transaction was authorised by You, or You have acted fraudulently or with gross negligence (for example by failing to keep Your Card or PIN secure or by failing to notify Us without delay on becoming aware of the loss, theft or unauthorised use of Your Card), in which case You will be fully liable for any loss We suffer resulting from the use of the Card.
- 11.3. You will not be liable for any losses incurred in respect of an unauthorised Transaction if You have exercised reasonable care in safeguarding Your Card and PIN and any other log-in details from risk of loss or theft and, upon becoming aware of an unauthorised Transaction or the loss or theft of Your Card or PIN or other log-in details, you notified Us promptly. Once You have notified Us of the loss, theft, misappropriation or unauthorised use of Your Card or PIN or other log-in details and, provided You have not acted fraudulently or with gross negligence, We will refund the amount of any Transaction that occurs which Our investigations show were not authorised by You.
- 11.4. We reserve the right to charge You for any reasonable costs that We incur in taking action to stop You using Your Card and to recover any monies owed as a result of Your activities.
- 11.5. Our liability to You under these Terms and Conditions shall be subject to the following exclusions and limitations. We will not be liable for any loss arising from:
- a. a Merchant refusing to accept Your Card; or
  - b. any cause which results from abnormal or unforeseen circumstances beyond Our reasonable control or which would have been unavoidable despite all Our efforts to stop it; or
  - c. Us suspending, restricting or cancelling Your Card or refusing to issue or replace it if We suspect Your Card or Card Account is being used in an unauthorised or fraudulent manner, or as a result of You breaking an important term or repeatedly breaking any term in these Terms and Conditions;
  - d. Our compliance with any applicable laws;
  - e. loss or corruption of data unless caused by Our wilful default/wrong doing.
- 11.6. Unless otherwise required by law or as set out in these Terms and Conditions, We will not be liable to You in respect of any losses You or any third party may suffer in connection with the Card as a result of Our actions which were not a foreseeable consequence of Our actions.
- 11.7. We will not be liable for the goods or services that You purchase with Your Card.
- 11.8. From time to time, Your ability to use Your Card may be interrupted, e.g. when We carry out maintenance. If this happens, You may be unable to
- a. load Your Card; and/or
  - b. use Your Card to pay for purchases or obtain cash from ATMs (if applicable); and/or
  - c. obtain information about the funds available in Your Card Account and/or about Your recent Transactions.
- 11.9. Where the Card is faulty Our liability shall be limited to replacement of the Card loaded with Your funds on the Card Account.
- 11.10. Where sums are incorrectly deducted from Your Card Account Funds Our liability shall be limited to payment to You of an equivalent amount.
- 11.11. In all other circumstances Our liability will be limited to repayment of the amount of the funds in Your Card Account

## **12. Lost, stolen or & unauthorised transactions**

- 12.1. You should treat the value on Your Card like cash in a wallet. If Your Card is lost or stolen or there is unauthorised use of Your Card, You may lose some or all of the value on Your Card Account in the same way as if You lost cash.
- 12.2. If You believe that any Transaction posted to Your Card is unauthorised, has been posted in error or is otherwise incorrect, You must also let Us know immediately by contacting Customer support. We may require You to provide details of Your complaint in writing.

- 12.3. You may be required to help Us, Our agents or any enforcement agency, at Our request, if Your Card is lost or stolen or if We suspect Your Card is being misused.
- 12.4. If Your Card is reported lost or stolen We will cancel it and may issue a new one. A fee may apply (See Fees Summary).
- 12.5. If You find Your Card after You have reported it lost, stolen or misused, You must destroy it and inform Us immediately.
- 12.6. No refund will be made until any investigation that We need carry out is complete. We reserve the right not to refund sums to You if We believe that You have not acted in accordance with these Terms and Conditions.

### **13. Statements**

- 13.1. You can view Your Card Account balance and Transactions on the Website at any time . You are responsible for keeping Your log on details secret. If You believe someone else is using Your log on details on or may know it You must contact Customer support immediately.

### **14. Cancellation, termination and suspension**

- 14.1. You may cancel Your Card and Card Account up to 14 days after You receive Your Card ('the Cancellation Period'), without reason, by contacting Customer support. We will not charge You a cancellation fee. We will require You to confirm Your wish to cancel in writing. This will not entitle You to a refund of any Transactions You have made (authorised or pending) or charges incurred in respect of such Transactions. The purchase price of the Card (Card Fee) will not be refundable.
- 14.2. Depending on the method by which You choose to have Your remaining Card Account balance refunded, a fee may be charged which will be deducted from the balance of Your Account (see Fees Summary for details).
- 14.3. You may cancel Your Card , or at any time and without penalty i. during the Cancellation Period (see *Section 14.1* above) or ii. if You disagree with a charge we intend to make to these Terms and Conditions. You may also cancel Your Card at any time, for any reason however a cancellation fee will apply (see Fees Summary for details).
- 14.4. To cancel Your Card You must notify Customer support. You will be responsible for any Transaction You have made or charges incurred before You cancelled Your Card. Once We have been notified by You, We will block the Card straight away so it cannot be used We will wait 21 days for all Transactions to be processed before We refund the remaining balance of money to You. This is to ensure all Your pending Transactions have been settled.
- 14.5. When Your Card is cancelled You must destroy it by cutting it in half through the chip and magnetic strip.
- 14.6. We can terminate Your Card at any time if We give You 2 months' notice and refund any remaining funds to Your nominated bank account.
- 14.7. We can suspend or terminate these Terms and Conditions with You and Your use of Your Card immediately if i. You have not complied with these Terms and Conditions, or ii. if We have reason to believe that You have used or intend to use the Card in a negligent manner or for fraudulent or other unlawful purposes or iii. if We can no longer process Your Transactions for any legal or security reason or due to actions of any third party or iv. if You fail to pay any fees or charges that You have incurred or fail to repay any overspend incurred on Your Card Account.
- 14.8. These Terms and Conditions will terminate in the event of Your death.
- 14.9. We can suspend Your Card at any time with immediate effect if a. We discover that any information You have provided is incorrect or incomplete; or b. if a Transaction has been declined because of lack of available value in Your Card Account.
- 14.10. If any Transaction, fee or charge is found to have been incurred using Your Card following cancellation or termination, You agree to pay all such sums to Us immediately on demand.

## **15. Personal data**

- 15.1. CashFlows Europe Limited respects and complies with the EU General Data Protection Regulations (GDPR). CashFlows privacy policy can be found here [www.cashflows.com/privacy-policy](http://www.cashflows.com/privacy-policy).
- 15.2. As You make use of our Card, You acknowledge that We can use Your personal data in accordance with these terms and conditions and our Privacy Policy. We will use and protect Your personal data in accordance with applicable data protection laws and regulations.

## **16. Your details**

- 16.1. You must let Us know as soon as possible if You change Your name, address, telephone number (or e-mail address). If We contact You in relation to Your Card, for example, to notify You that We will be changing the Terms and Conditions or have cancelled Your Card and wish to send You a refund, We will use the most recent contact details You have provided to Us. (Any e-mail to You will be treated as being received as soon as it is sent by Us).
- 16.2. We will not be liable to You if Your contact details have changed and You have not told Us.

## **17. Complaints procedure**

- 17.1. If You are not satisfied with the service You are receiving You should provide written details of Your concerns to Customer support. All queries will be handled in accordance with Our complaints procedure. Customer support will provide a copy of the complaint procedure upon request. You can also access it on the Website.
- 17.2. If We are unable to resolve Your complaint, You may contact the Financial Ombudsman Service.
- 17.3. You may contact the Financial Ombudsman Service by:  
Post: addressing Your complaint to the Financial Ombudsman Services, South Quay Plaza, 183 Marsh Wall, London E14 9SR, United Kingdom;  
Phone: on 0845 080 1800; or  
E-mail: at [enquires@financial-ombudsman.org.uk](mailto:enquires@financial-ombudsman.org.uk).

The Financial Ombudsman Service's website is [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## **18. Customer support**

The Manigo Customer support department is open from Monday to Friday – excluding public holidays in the UK – from 8 a.m. to 5 p.m. GMT. You can report a lost and stolen as well as lock your card at any time by using the Manigo App.

We may record any conversation You have with customer support team for training and/or monitoring purposes.

Our contact details are:

Post: Manigo, Level 39 Tech Hub, One Canada Square, E14 5AB London, UK

Phone: +44 (0) 1903 680 360

E-mail: [support@manigo.com](mailto:support@manigo.com)

## **19. Fees**

- 19.1. Your use of Your Card is subject to the fees and charges set out in the Fees Summary on the Website. These fees and charges are part of these Terms and Conditions. Any or all of these fees/charges may be waived or reduced at Our discretion. Our fees/charges may change over time, if so We will notify You in advance of such changes in accordance with *Section 1.1*. Your

banking provider may make charge a fee for the transfer of funds and/or additional ATM fees may be charged by the ATM provider. Any such fees would be in addition to the fees set out in the Fees Summary on the Website.

19.2. Fees and charges will be paid from Your Card Account at such time they are incurred.

## **20. General**

- 20.1. In these Terms and Conditions, headings are for convenience only and shall not affect the interpretation of these Terms and Conditions. Any delay or failure by Us to exercise any right or remedy under these Terms and Conditions shall not be interpreted as a waiver of that right or remedy or stop Us from exercising Our rights at any subsequent time.
- 20.2. You may not novate, assign or transfer any rights and/or benefits under these Terms and Conditions. We may assign, transfer or novate Our rights and benefits and obligations at any time without prior written notice to You. If You do not want to transfer to the new Card Issuer You may contact Us and We will terminate Your Card and Card Account. Any balance remaining in Your Card Account will be returned to You in accordance with Our redemption procedure. We may subcontract any of Our obligations under these Terms and Conditions.
- 20.3. In the event that any part of these Terms and Conditions are held not to be enforceable, this shall not affect the remainder of these Terms and Conditions which shall remain in full force and effect.
- 20.4. You will remain responsible for complying with these Terms and Conditions until Your Card and Your Card Account are closed (for whatever reason) and all sums due under these Terms and Conditions have been paid in full.
- 20.5. These Terms and Conditions are written and available only in English and all correspondence with You in respect of Your Card and Card Account shall be in English. In the event that these Terms and Conditions are translated, the version in English shall take priority.
- 20.6. These Terms and Conditions are governed by the laws of England and You agree to the non-exclusive jurisdiction of the English courts.



## SCHEDULE 1 TO ANNEX 1 – DEFINITIONS

**"Card Account"** means the electronic money account held by You with Us and to which Your Card is linked.

**"Account Holder", "You" or "Your"** means the person who has opened a Card Account with Us by agreeing to these Terms and Conditions.

**"Card Issuer"** means CashFlows Europe Limited (registered number 5428358), CPC1, Capital Park, Cambridge, CB21 5XE, United Kingdom, CashFlows Europe Limited is an electronic money issuer regulated by the Financial Conduct Authority under registration number FRN: 900006.

**"Customer support"** Our contact details are:

E-mail: support@manigo.com

Post: Manigo, Level39 Tech Hub, One Canada Square, London E14 5AB, UK

Telephone: +44 (0) 1903 680 360

Lost or Stolen Telephone: +44 (0) 1903 680 360

**"Card Account" or "Account"** means the electronic money multi currency account held by You with the Card Issuer and to which Your Card is linked.

**"Manigo App"** is the software product that a User uses to access the Card Account, obtain information and use the Manigo Services. It can be, but not limited to, in the form of a website or an application for a computing device, personal computer or mobile device.

**"Manigo Card" or "Card"** means the Manigo MasterCard® prepaid card issued to You whether in the form of a plastic, digital or virtual card, under these Terms and Conditions.

**"Manigo Service"** means the payment solution that allows Users to make (i) card transactions; (ii) transfer, request, collect, split money to/for other Users or Non Users; or (iii) withdraw monies from your Account using a mobile device, the internet or other technologies through which Manigo may choose to offer its payment solution from time to time.

**"Manigo"** means Manigo Services Limited.

**"Terms and Conditions"** means these terms and conditions together with the Fees Summary, any supplementary terms and conditions and amendments to them that We may notify You of from time to time.

**"MasterCard®"** means MasterCard International incorporated in New York or its successors or assigns.

**"Merchant"** means a retailer or any other person or firm or company providing goods and /or services that accepts cards displaying the MasterCard® acceptance symbol in payment for such goods and /or services.

**"Payment Instrument"** means a Card Account, a Registered Bank Account, or the Manigo Card.

**"PIN"** means the personal identification number which We may issue or approve to be used with Your Card.

**"Transaction"** means the use of the Manigo Services to instruct a third party to send/receive/request/split/collect/exchange funds on your behalf for a purpose permitted hereunder. Transaction also means also any cash withdrawal, purchase of goods and/or services (as appropriate) completed by You using Your Manigo Card, or any action which alters the balance of Your Card Account.

**"Us" or "We" or "Our"** means CashFlows Europe Limited.

**"User"** means any person or entity using the Manigo Services including you and other Manigo Members.

**"Website"** means www.manigo.com.