

Terms of Service

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Manigo Terms of Service	3
Notices to Manigo	4
1.1. These Terms of Service	4
2. Scope of these Terms of Service	4
3. Intellectual Property	4
4. Communication	5
4.1. Electronic Delivery of Commucations	5
4.2. Checking for Communications	5
5. Manigo is only a technology service provider	5
6. Card Service	6
7.1. Reported Card Account Balance	6
7.2. Loading your Card Account	6
8. Identity Verification	6
9. Security	6
10. Methods of Sending, Spending, Requesting or Exchanging Money	7
11. Lost, stolen or & unauthorised transactions	7
11.1. Unauthorised	7
11.2. Lost	7
11.3. Stolen	7
12. Refused and Refunded Transactions	7
13. Restricted Activities	7
13.1. Activities	7
13.2. Actions	8
14. Fraud Monitoring	9
15. Lost, stolen or & unauthorised transactions	9
16. Location-Based Data	10
17. Transactions made in foreign currencies	10
18. Release	10
19. Change in service providers	10
20. Manigo is not a Card Issuer or Processor	10
21. Customer Support	10
22. Recording calls	11
23. Closing your Card Account	11
23.1. How you May Close your Card Account	11
23.2. Limitations on Closing your Card Account	11
24. Complaints Procedure	11
24.1. Responsibilities	11
24.2. Definitions	11
24.3. Timings	12

24.4.	Complaints forwarding	13
24.5.	Complaints time barring	14
24.6.	Financial Ombudsman Service	14
24.7.	Alternative Dispute Resolution Arbitrator	14
24.8.	Analysis	14
24.9.	Procedure	14
24.10.	Record keeping	16
24.11.	Complaint reporting	16
24.12.	Breaches of the Complaints Policy and Procedure	16
24.13.	FOS Contact Details	16
24.14.	Complaint log	16
25.	Indemnification	16
26.	Limitations of Liability	16
27.	No Warranty	17
28.	Complete Agreement	17
29.	Force Majeure	18
30.	Governing Law	18
31.	SCHEDULE 1 – DEFINITIONS	19
32.	SCHEDULE 2 – Fees & Limits	21

Manigo Terms of Service

PLEASE READ CAREFULLY THE FOLLOWING TERMS OF SERVICE. 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.

PLEASE NOTE THE FOLLOWING RISKS OF USING THE MANIGO SERVICES, WHICH ARE SET FORTH IN MORE DETAIL IN THE RELEVANT SECTIONS OF THESE TERMS OF SERVICE: THE CARD ISSUER MAY CLOSE, SUSPEND, OR LIMIT YOUR ACCESS TO YOUR CARD ACCOUNT AND THE MANIGO SERVICES IF YOU VIOLATE THESE TERMS OF SERVICE, OR ANY OTHER AGREEMENT YOU ENTER INTO IN RELATION WITH THIS SERVICE, OR AS MAY BE OTHERWISE SPECIFIED IN The Cardholder Terms 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 Cardholder Terms and Conditions OF THE ISSUER <https://www.manigo.com/legal/> WHICH GOVERNS THE RELATIONSHIP

BETWEEN YOU AND THE ISSUER. BY AGREEING TO MANIGO TERMS OF SERVICE YOU SHALL BE DEEMED TO AGREE TO THE Cardholder TERMS and Conditions.

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.

1.1. These Terms of Service

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 2 months' notice before such changes take effect unless we are required to make such a change sooner by law.

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.

You will be taken to have accepted any change to these Terms of Service that we notify you about, unless you tell us that you do not agree with the particular change before the relevant change takes effect. In such circumstance, you may at any time terminate these Terms of Service before the changes take effect, without any liability to you or us and we will close the account and any other related service and refund the balance to you.

2. Scope of these Terms of Service

These Terms of Service govern the use of the Card by You (The 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.

3. 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 all 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:

- a. Decompile the Manigo App;
- b. extract, use, distribute any part of the Manigo App in any form;
- c. analyse the technical communication protocol used by Manigo for providing Manigo Services;
- d. perform any network packet inspection involving the Manigo App;
- e. copy and use any part of the technical communication protocol used by the Manigo App;
- f. 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;
- g. modify, adapt, integrate into other products, translate and re-write into another language or in another manner the Manigo App;
- h. copy any code into a program You create as a result of reverse engineering of the Manigo App.

4. Communication

4.1. 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.

4.2. Checking for Communications

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.

5. 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.

6. 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 enrolment 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.

7. Card Account

Transactions with your Card Account may be limited by applicable limits set by the Card Issuer or Manigo – [\[see fees and limits section\]](#)

7.1. 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 this fact, Manigo will provide you with information about pending debits as and when it is available.

7.2. 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 and Account Provider 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.

8. 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. The 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 The 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 and Account Provider 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 and Account Provider may also ask to see your driver's license or other identifying documents at any time or proof of your address.

9. 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 email 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 and Account Provider 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.

10. 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 and Account Provider 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. Lost, stolen or & unauthorised transactions

11.1. Unauthorised

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.

11.2. Lost

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.

11.3. Stolen

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). If you find your Card after you have reported it lost, stolen or misused, you must destroy it and inform Us immediately. No refund will be made until any investigation that we need to 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 of Service.

12. 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.

13. Restricted Activities

13.1. 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:

- a. Breach these Terms of Service, or any other agreement or policy that you have agreed to with Manigo, Card Issuer, the Account Provide or a Card Processor;
- b. Violate any law, statute, ordinance, or regulation;
- c. 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;
- d. Infringe Manigo or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
 - e. Provide false, inaccurate or misleading information;
 - f. Instruct us to send or receive what we reasonably believe to be potentially fraudulent funds on your behalf;
 - g. Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
 - h. 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;
 - i. Control a Card Account that is linked to another Card Account that has engaged in any of these Restricted Activities;
 - j. 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;
 - k. 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;
 - l. Allow your Card Account to have a negative balance;
 - m. 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;
 - n. Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers;
 - o. 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;
 - p. Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us; or
 - q. 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.
 - r. Use the Manigo Services to trade FX for speculative purposes or for FX arbitrage.
 - s. 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.

13.2. Actions

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

- a. 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).
- b. 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;
- c. It may update inaccurate Information you provided us;
- d. It may refuse to provide the Manigo Services to you in the future;
- e. It may take legal action against you; and
- f. The Card Issuer in their 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 itself, other Users, other third parties, or you from liability. The actions it may take include but are not limited to the following:

- a. It may together with the Card Issuer and Account Provider 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).
- b. 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;
- c. It may update inaccurate Information you provided us;
- d. It may take legal action against you; and
- e. 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.

14. Fraud Monitoring

Manigo and 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 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.

15. 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.

16. 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.

17. Transactions made in foreign currencies

- 17.1. 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.
- 17.2. 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.

18. 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.

19. Change in service providers

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, 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.

20. Manigo is not a Card Issuer or Processor

- 20.1. 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 the Card Issuer and Account Provider, and not with Manigo or any affiliates. Manigo is not a party to your Transactions, other than as a Distributor
- 20.2. 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.
- 20.3. 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 and Account Provider; reporting services regarding the funds held or transferred for you by the Card Issuer and Account Provider; and associated customer support.

21. 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:

Email at support@manigo.com

or

Phone at +44 (0) 2039621672

(Manned between the hours of 09:00 and 17:30, Monday to Friday, outside of business hours a voice message can be left)

22. 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.

23. Closing your Card Account

23.1. How you May Close your Card Account

If you wish to close your Card Account, you must contact us using any of the methods according to section 21. 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.

23.2. 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.

24. Complaints Procedure

This procedure details how Manigo will deal with complaints relating to the provision of e-money/payment services.

Manigo has an obligation to act in accordance with the Complaints Rules as defined in the Payment Services Regulations 2017, The Electronic Money Regulations 2011, The FCA's Approach Document and the FCA Handbook, which will take precedence over the requirements of this policy.

This procedure will be reviewed regularly - at least once a year - and amended as considered necessary by Manigo's Management Body in the event of changing circumstances or regulations.

24.1. Responsibilities

- a. The Management Body of Manigo are responsible for the implementation of the Complaints Policy and for monitoring compliance with it.
- b. The operations team are responsible for ensuring complaints are resolved satisfactorily for Manigo.
- c. The Compliance Manager is responsible for analysing complaints and the complaints handling data to identify and address any risks or issues.

24.2. Definitions

- a. Definition of a complaint: the FCA defines a complaint as any oral or written expression of dissatisfaction from or on behalf of a client, whether justified or not, which includes an actual or potential financial loss, material distress or material inconvenience. The Financial Conduct Authority complaints rules apply to complaints that are:
 - i. Made by, or on behalf of, an eligible complainant.
 - ii. Relating to regulated activity only.
 - iii. Involving an allegation that the complainant has suffered, or may suffer, financial loss, material distress or material inconvenience.
- b. Definition of eligible complainant: an eligible complainant is a complainant that is:
 - i. A consumer (a person acting outside their trade, business or profession).
 - ii. A micro enterprise (enterprise which employs fewer than 10 people and has a turnover or balance sheets that does not exceed EUR 2,000,000).
 - iii. A charity with an annual income of less than £1,000,000.
 - iv. A trustee of a trust which has a net asset value of less than £1,000,000.

If in doubt whether a complainant is an eligible complainant or not, Manigo will treat them as an eligible complainant. Only eligible complainants can refer their complaints on to the Financial Ombudsman Service.

It is Manigo's policy to treat all complainants the same; however, eligible complainants are legally defined and have additional rights in law that Manigo must acknowledge and adhere to. Manigo has elected to treat all complaints in the same way for simplicity. Occasionally Manigo may not know if a complainant is 'eligible' in which case it will treat them as such and if it becomes necessary, the Financial Ombudsman Service will establish the status of the complainant, Manigo.

Clients and potential clients are able to submit complaints free of charge.

Complaints will be handled promptly, effectively and in an independent manner, obtaining additional information as necessary.

Manigo will always communicate with clients and potential clients clearly in plain language that is easy to understand and will reply to the complaint without undue delay.

Manigo will assess fairly, consistently and promptly:

- a. The subject matter of the complaint.
- b. Whether the complaint should be upheld.
- c. What remedial action or redress may be appropriate.
- d. Whether another party may be solely or jointly responsible for the matter alleged in the complaint.

Manigo will promptly comply with any offer or remedial activity or redress accepted by the complainant.

Manigo will consider a complaint closed when it has issued a final response.

Manigo will provide information about the Financial Ombudsman Service to eligible complainants on its website and if applicable, in the general conditions of its contracts with eligible complainants in a clear, comprehensible and easily accessible way.

24.3. Timings

For all complaints, including those relating to payment services, Manigo has 15 business days to issue a final response to the complainant and it requires that this practice is followed (as a maximum timescale) for all complaints unless there are exceptional circumstances, beyond the control of Manigo, in which case the final response will be issued by the end of the 35th business day.

If Manigo satisfactorily resolves the complaint by close of business on the fifteenth business day following the receipt of the complaint then Manigo will issue a written "Summary Resolution Communication" to the complainant, advising that it considers the complaint as resolved and inform the complainant, for eligible complainants, about their options for referring the

complaint back to Manigo or for onward referral to the Financial Ombudsman Service if they are dissatisfied.

In addition to sending a complainant a “Summary Resolution Communication”, Manigo may also use other methods to communicate the information where:

- a. It considers that doing so may better meet the complainant’s needs; or
- b. The complainant and Manigo have already been using another method to continue to communicate about the complaint.

On receipt of a complaint, Manigo will send the customer a prompt written acknowledgment within 3 business days of receipt providing confirmation that it has received the complaint and is dealing with it or a summary resolution communication (if the complaint can be resolved within 3 business days).

Manigo will ensure that the complainant is kept informed of the progress of the measures being taken for resolution of the complaint. Manigo will write to complainants after four weeks if it has not reached a decision.

Manigo will issue a final response to the complainant within 15 business days and inform the complainant, for eligible complainants, about their options for onward referral to the Financial Ombudsman Service.

Letter	Timing
Initial response letter	Promptly: by the next working day unless there are exceptional circumstances.
Holding letter	Optional until the fifteenth business day. <i>The holding letter can be issued more frequently if necessary or desirable.</i>
Final response	By the end of the fifteenth day after the receipt of the complaint in all cases, but sooner whenever possible. If, exceptionally, a full response is not possible by this time Manigo must send out a holding letter explaining why it has not been able to issue a decision within the above time frame and that it expects to be able to provide a decision before the end of the 35th business day. It should however be noted <i>that it is a requirement that final responses are issued by the end of 35th business days after receipt of complaints.</i>

The final response will clearly set out:

- a. Whether Manigo accepts or rejects the complaint
- b. The reasons for rejection, where applicable
- c. The intention to offer redress or remedial action, where applicable
- d. Details of the redress to be offered and any compensation offered with a clear method of calculation.

Additionally, where the client is an eligible complainant, Manigo will:

- a. Explain that where the complainant disagrees with Manigo’s decision they must refer the matter to the Financial Ombudsman Service within six months of the date of this letter or the right to use this service is lost, and
- b. Enclose a copy of the Financial Ombudsman Service’s standard explanatory leaflet.

Manigo will consider a complaint closed when it has issued its final response.

24.4. Complaints forwarding

Manigo may promptly forward the complaint in writing to another party if they have reasonable grounds to believe that the other party may be solely or jointly responsible for the matter alleged in the complaint. If a complaint is forwarded, Manigo will inform the complainant promptly in a final response of why the complaint has been forwarded to another party and provide the complainant with the other party's contact details. If Manigo receives a forwarded complaint, the complaint will be treated as if Manigo has received the complaint directly and the same time limits will apply from the date on which Manigo has received the forwarded complaint.

24.5. Complaints time barring

If Manigo receives a complaint which is outside the time limits for referral to the Financial Ombudsman Service, it may reject the complaint without considering the merits but will explain this to the complainant in its final response.

Unless Manigo consents, the Financial Ombudsman Service will not consider a complaint if the complainant refers it to the Financial Ombudsman Service:

- a. More than six months after the respondent sent the complainant its final response.
- b. More than six years after the event complained of
- c. More than three years from the date on which the complainant became aware that he had cause for complaint.

24.6. Financial Ombudsman Service

Manigo will cooperate fully with the Financial Ombudsman Service in resolving any complaints made against it and agrees to be bound by any awards made by the Ombudsman. Manigo undertakes to pay promptly the fees levied by the Financial Ombudsman Service.

24.7. Alternative Dispute Resolution Arbitrator

Given the nature of some of Manigo's customer based (corporate based merchants) some of them may not be eligible for the Financial Ombudsman Service. In that case, an alternative dispute resolution provider will be provided.

24.8. Analysis

Manigo will conduct root cause analysis of any complaint received and record any appropriate actions taken. Complaints will be analysed for any recurring patterns and all lessons learnt will be incorporated into future training and development. The causes of complaints will be recorded in the Management Information and will be used with the prioritisation of dealing with the root causes.

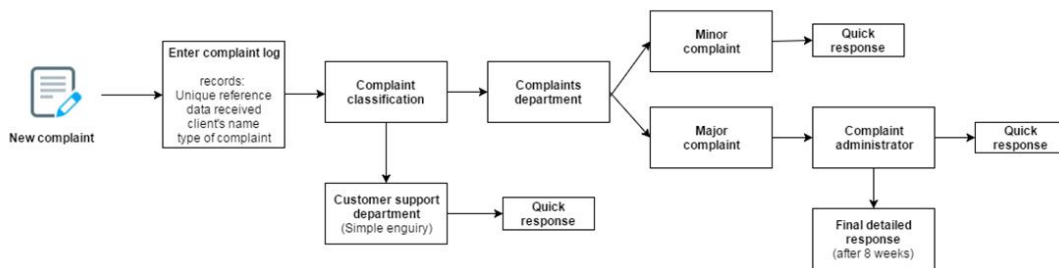
24.9. Procedure

Complaints will be referred, either verbally or in writing, to the nominated complaints at the earliest opportunity.

Manigo will then:

- a. Make an initial assessment of the complaint, contacting the complainant for further information if required. This can be done via telephone, email or any other appropriate means of communication.
- b. Enter the complaint onto the Complaints Log and create a Complaint Record.
- c. If there is sufficient information and the complaint can be resolved within 15 business days, then proceed to step 9.
- d. If the complaint cannot be resolved within 15 business days, send out an initial response letter to the complainant using the Initial Response Letter Template, adding the details

- known about the complaint by the next working day and stating that the complaint has been received and is being dealt with.
- e. Investigate the complaint impartially, obtaining additional information from Manigo and/or the complainant as necessary.
 - f. Assess fairly, consistently, and promptly:
 - i. The subject matter of the complaint
 - ii. Whether the complaint should be upheld
 - iii. What remedial action or redress (or both) may be appropriate
 - iv. If appropriate, whether it has reasonable grounds to be satisfied that another party/respondent may be solely or jointly responsible for the matter alleged in the complaint.
 - g. If appropriate, forward the complaint to the relevant party/respondent and advise the complainant in writing the reason why the complaint has been forwarded to the other party and provide the other party's contact details.
 - h. If the complaint is unresolved after 15 business days, send out a holding letter using the Holding Letter Template, advising an expected resolution date that is within 35 business days.
 - i. If the complaint is resolved, communicate Manigo's position on the complaint to the complainant and inform them about their options, including that they may be able to refer the complaint to an alternative dispute resolution entity (Financial Ombudsman Service for eligible complainants) or that the complainant may be able to take civil action, using the Final Response Letter Template.
 - j. In the final response letter, clearly set out whether Manigo accepts or rejects the complaint, the reasons for rejecting any complaint or where Manigo accepts the complaint, and intends to offer redress or remedial action, details of the redress to be offered, any compensation offered and a clear method of calculation.
 - i. Additionally, for complaints raised by eligible complainants, in the final response letter enclose a copy of the Financial Ombudsman Service's standard explanatory leaflet, provide the website address of the Financial Ombudsman Service and inform the complainant that if they are still dissatisfied with Manigo's response, the complaint may now be referred to the Financial Ombudsman Service.
 - ii. Additionally, for complaints raised by non-eligible complainants, in the final response letter enclose details of an independent, commercial dispute resolution service and inform the complainant that if they are still dissatisfied with Manigo's response, the complaint may now be referred to the dispute resolution service.
 - k. Comply promptly with any offer of remedial action or redress accepted by the complainant.
 - l. Conduct a root cause analysis in the case of any complaint and record with the appropriate action having been taken. Record any actions within the individual complaint record.
 - m. Liaise with Manigo Head of Compliance if any changes need to be made to Manigo's procedures based on the analysis.
 - n. Update the Complaints Log and Complaints Record with the final decision including details of the amount of any redress offered.



Graph 9: Complaint process

24.10. Record keeping

Manigo will keep a record of each complaint received and the measures taken for its resolution, including any redress offered, and retain that record for three years from the date the complaint was received.

24.11. Complaint reporting

Once a year, Manigo will provide the FCA with a complete report concerning complaints from complainants. Complaints that have been forwarded in their entirety to another party will not be included in the report.

The master log will contain the relevant details to be reported to the FCA.

24.12. Breaches of the Complaints Policy and Procedure

Any breaches of the Complaints Policy will be recorded on Manigo's breach log in conjunction with its Regulatory Breach policy.

24.13. FOS Contact Details

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.

The Financial Ombudsman Service's website is www.financial-ombudsman.org.uk.

24.14. Complaint log

Manigo records each complaint received in line with the regulatory requirements.

25. 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.

26. 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 behaviour, 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.

27. 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.

28. Complete Agreement

These Terms of Service and the Cardholder Agreement (set out in Annex 1), 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.

29. Force Majeure

We shall not be liable for any delays in processing or other non-performance caused by such events as fires, telecommunications failures, utility failures, power failures, equipment failures, software failures, labour strife, riots, war, terrorist attack, non-performance 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.

30. 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.

31. SCHEDULE 1 – DEFINITIONS

“Account Provider” means Monavate Ltd in the United Kingdom and in the European Economic Area.

“Cardholder Agreement” means the **“Manigo Cards Terms of Service”** 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 Monavate Ltd (registered number 12472532), SUITE EF38, The Officers Mess Business Centre, Royston Road, Duxford, Cambridge, England, CB22 4QH. Monavate Ltd is an electronic money issuer regulated by the Financial Conduct Authority under registration number 901097.

“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.

“Account Holder”, “You” or “Your” means the person who has opened a Card Account with Us by agreeing to these Terms of Service.

“Card Issuer” means Monavate Ltd (registered number 12472532), Suite EF38, The Officers Mess Business Centre, Royston Road, Duxford, Cambridge, England, CB22 4QH, Monavate Ltd is an electronic money issuer regulated by the Financial Conduct Authority under registration number 901097

“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 account 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 of Service.

"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 Ltd.

"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.

"Terms of Service" means these Terms of Service together with the Fees Summary, any supplementary Terms of Service and amendments to them that we may notify you of from time to time.

"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 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 Monavate Ltd.

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

"Website" means www.manigo.com.

32. SCHEDULE 2 – Fees & Limits

You are liable for paying all fees arising from your use of the Manigo Services.

The fees and spending limits on the Card are also set out:

- a) on the secure area of the Manigo website; and/or
- b) on the Manigo App.

Fees:

Fee Name	Fee
Account fee	Free
Card load fee	Free
Bank transfer fee (incoming & outgoing)	Free
Foreign exchange fee	0.50% applies to all currency exchanges in the app or at the point of sale
ATM fee	Free up to £200 (or equivalent) monthly, after that a 2% fee charged. You may be charged fees by the ATM, so keep an eye out. They should let you know before you complete your transaction.
Card replacement fee	£4.95 (or equivalent in another currency)
Refund fee	5 for a bank or debit card transfer

Limits:

Rule Name	Value
Card limits	Custom
Max withdrawal value allowed per year	£10,000
Max Number of withdrawals allowed per year	500
Max withdrawal value allowed per month	£5,000
Max Number of withdrawals allowed per month	60
Max withdrawal value allowed per day	£500
Max Number of withdrawals allowed per day	3
Max withdrawal value allowed per each transaction	£300
Max purchase value allowed per year	Total annual balance £50,000
Max Number of purchases allowed per year	5475
Max purchase value allowed per month	Total annual balance £50,000
Max Number of purchases allowed per month	450
Max purchase value allowed per day	Total annual balance £50,000
Max Number of purchases allowed per day	15
Max purchase value allowed per each transaction	Total annual balance £50,000
Max total consolidated balance	£10,000
Max amount for a single contactless transaction	£100
Transactions in a row with a contactless card, you will be required to enter your PIN	5
Cumulative transaction threshold	£300

Max Top-up by bank transfer	£50,000
Max Single top-up limit by debit card	£3,000
Max daily top-up limit by debit card	£5,000
Max Monthly top-up limit by debit card	£10,000
Max Annual top-up limit by debit card (365-day period)	£50,000
Max Bank transfers over 24 hours	£10,000
Max Manigo contacts (P2P) over 24 hours	£10,000