

Cardholder Terms and Conditions

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Cardholder Terms and Conditions

Please carefully read the following terms and conditions. You acknowledge that you understand and agree to all these terms if you have created or used a card service or have clicked an “I accept” button with respect to the use of card services.

These terms and conditions are between you (User) and Monavate Ltd (“Monavate” the Card Issuer), who is authorised by the FCA to issue e-money under the electronic money regulations 2011 with FCA reference number 901097 and licensed as a principal member of Mastercard in certain territories.

Please note the following risks of using the 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 if you violate these services, or any other agreement you enter in relation with this service, or as may be otherwise specified in these terms and conditions. The Card Issuer may also use fraud and risk modeling when assessing the risk associated with your Card Account.

1. These Terms and Conditions

- 1.1. We may change these Terms and Conditions 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.
- 1.2. The up-to-date version of these Terms and Conditions will be emailed to the User outlining the changes made. The latest version of the Terms and Conditions will also be available to view through the website. You will be bound by these Terms and Conditions and any amendments made to them.
- 1.3. You will be taken to have accepted any change to these Terms and Conditions 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 and Conditions 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 and Conditions

These Terms and Conditions govern the use of the Card by you as the User. The funds held in your Card Account are held as e-money and no interest will be paid on these. When you make 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. Card 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.

4. Loading your card

- 4.1. Funds can be transferred into your Card Account by you or by another individual or entity using one of the following options:
 - a. By making a bank transfer
 - b. By using a debit card
 - c. 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 that you hold with Us. 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:
- 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).

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 the details of it. We will use MasterCard ® authorised rates applicable for such a Transaction see 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 an 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. 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/wrongdoing.
- 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 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 and Conditions.

13. Statements

- 13.1. You can view your Card Account balance and Transactions on the 'Distributor App' at any time. The statements are downloadable for each of your currency wallets. Each currency wallet statement sets out: a reference enabling You to identify each transaction; the amount of each transaction; the currency in which Your Card is debited; the amount of any transaction charges including their break down, where applicable; the exchange rate used in the transaction and the amount of the transaction after the currency

conversion, where applicable; and the transaction debit value date. If You have any questions, please contact Our Customer support team (see clause 18). You are responsible for keeping your log on details secret. If you believe someone else is using your log on details or may know it, you must contact the Distributor immediately.

- 13.2. You may request the information specified in clause 13.1 above to be made available as specified in clause 13.1 instead (in the app). If You chose to do so, You must separately request this by contacting Our Customer support team according to clause 18. If You have any questions, please contact Our Customer support team (see clause 18).

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:
- a. During the Cancellation Period (see Section 14.1 above); or
 - b. If you disagree with a change 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).
 - c. To cancel your Card, you must notify Customer support. You will be responsible for any Transactions 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.
 - d. When your Card is cancelled you must destroy it by cutting it in half through the chip and magnetic strip.
 - e. We can terminate your Card at any time if we give You 2 months' notice and refund any remaining funds to the same bank account originally used to fund the account.
 - f. 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 a Transaction has been declined because of lack of available value in your Card Account.
 - 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.
 - g. These Terms and Conditions will terminate in the event of your death.
 - h. We can suspend your Card at any time with immediate effect if
 - i. We discover that any information you have provided is incorrect or incomplete; or
 - ii. If a Transaction has been declined because of lack of available value in your Card Account.

- i. 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. Monavate Ltd respects and complies with the EU General Data Protection Regulations (GDPR). Monavate Ltd privacy policy can be found at <https://www.monavate.com/privacy-policy/>
- 15.2. The Distributor respects and complies with the EU General Data Protection Regulations (GDPR). Manigo Services Ltd privacy policy can be found at <https://www.manigo.com/legal>
- 15.3. 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 sent 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. The acknowledgment of the complaint will be communicated within 24 hours by The Distributor. For complaints relating to payment services The Distributor has 15 business days to issue 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 The Distributor, in which case the final response will be issued by the end of the 35th business day. For more information about the complaints procedure, please refer to The Distributor Terms of Service [<https://www.manigo.com/legal>].
- 17.3. If we are unable to resolve your complaint, you may contact the Financial Ombudsman Service.
- 17.4. 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.

18. Customer support

For Customer support contact details, please see Terms of Service [<https://www.manigo.com/legal>].

19. Fees

- 19.1. Your use of your Card is subject to the fees and charges set out in the Distributor Fees Summary on the website. <https://www.manigo.com/personal-accounts>. 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 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 – DEFINITIONS

“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 Monavate Ltd (registered number 12472532), 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 indicated in the Terms of Service [<https://www.manigo.com/legal>].

“Card Account” or “Account” means the electronic money account to which your Card is linked.

“Card” means the Mastercard® prepaid card issued to you whether in the form of a plastic, digital or virtual card, under these Terms and Conditions.

“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.

“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.

“PIN” means the personal identification number which we may issue or approve to be used with your Card.

“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.

“The Distributor App” is the software product that a User uses to access the Card Account, obtain information, and use the Card Account 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.

“The Distributor” means the payment solution service (“**Manigo Service**”).

“Manigo Service” means the payment solution service 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.

“Transaction” means the use of the Card 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 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 Card Services including you and other Account Members.

“Website” means www.monavate.com.