

Terms of Service

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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 MONDO GATE SERVICE OR HAVE CLICKED AN “I ACCEPT” BUTTON WITH RESPECT TO THE USE OF MONDO GATE SERVICES.

THESE TERMS OF SERVICE ARE BETWEEN YOU (THE USER) AND MONDO GATE, A COMPANY INCORPORATED IN THE DISTRICT COURT, HAMBURG, GERMANY WITH COMPANY NUMBER HRB 166332 AND WHOSE REGISTERED OFFICE IS AT NEUSTADT IN HOLSTEIN, GERMANY. MONDO GATE IS AN AFFILIATE PARTNER FOR FINANCIAL SERVICES.

PLEASE NOTE THE FOLLOWING RISKS OF USING THE MONDO GATE 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 MONDO GATE 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 MODELLING 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 ([Cardholder Terms and Conditions v3 2021-11-22.pdf](#)) WHICH GOVERNS THE RELATIONSHIP BETWEEN YOU AND THE ISSUER. BY AGREEING TO MONDO GATE TERMS OF SERVICE YOU SHALL BE DEEMED TO AGREE TO THE CARDHOLDER TERMS AND CONDITIONS.

c.

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 1 months’ notice before such changes take effect unless we are legally allowed to make such a

change sooner. We may also make changes sooner should this change be of a more beneficial nature to you.

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 circumstances, 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 Mondo Gate website(s), Mondo Gate App, "Mondo Gate" and all related logos of our products and services described in our website(s) and the Mondo Gate App, are either copyrighted by Mondo Gate, trademarks or registered trademarks of Mondo Gate or its licensors. In addition, and with reference to both Mondo Gate website(s) and Mondo Gate App, all page headers, custom graphics, button icons, designs and scripts are either copyrighted by Mondo Gate, service marks, trademarks, and/or trade dress of Mondo Gate. 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 Mondo Gate or the Mondo Gate Services or display them in any manner that implies Mondo Gate's sponsorship or endorsement. All right, title and interest in and to the Mondo Gate website(s) and Mondo Gate App and any content thereon is the exclusive property of Mondo Gate and its licensors.

When providing us with content or posting content (in each case for publication, whether on- or off-line) using the Mondo Gate Services, you grant Mondo Gate 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 Mondo Gate, 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 Mondo Gate Services, and Mondo Gate's use of such content (including all works derived from it) in connection with the Mondo Gate Services.

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

- d. Decompile the Mondo Gate App;
- e. extract, use, distribute any part of the Mondo Gate App in any form;
- f. analyse the technical communication protocol used by Mondo Gate for providing Mondo Gate Services;
- g. perform any network packet inspection involving the Mondo Gate App;
- h. copy and use any part of the technical communication protocol used by the Mondo Gate App;

- i. investigate, bypass, disclose, publish in any form any technical protection measures used by the Mondo Gate 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 Mondo Gate App;
- j. modify, adapt, integrate into other products, translate, and re-write into another language or in another manner the Mondo Gate App;
- k. copy any code into a program You create as a result of reverse engineering of the Mondo Gate 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 Mondo Gate Account and the Mondo Gate Services. Since the Mondo Gate Service is an electronic service, you agree that Mondo Gate 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 Mondo Gate Services or by emailing them to you at the primary email address listed in your Mondo Gate Account profile. Electronic Communications shall be deemed to be received by you upon delivery in the following manner: Posting them to your Mondo Gate App, or on our website or making them available through the Mondo Gate Services.

The Issuer and Mondo Gate 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 Mondo Gate 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 Mondo Gate 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 Mondo Gate Services. You are obligated to review your notices and Transaction history, and to promptly report any questions, apparent errors, or unauthorised 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 Mondo Gate 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. Mondo Gate is only a technology service provider

Mondo Gate provides technical support to the provision of payment services to you by the Card Issuer which enables you to make payments transactions through the Mondo Gate App or Mondo Gate Card. Mondo Gate is an independent contractor for all purposes and is not your agent or trustee. Mondo Gate does not have control of, or liability for, the products or services that are paid for through the Mondo Gate Services. Mondo Gate does not at any time enter into the possession of funds transferred through the Mondo Gate Service and does not provide any payment service activities (as defined in the [Payment Services Regulations 2017](#)) to Users of the Mondo Gate 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 Mondo Gate Services, you will be issued a Card by the Card Issuer and you hereby authorise 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. Mondo Gate does not receive, hold, transfer, or come into possession of your funds. Mondo Gate 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 Mondo Gate – [\[see fees and limits section\]](#).

7.1. Reported Card Account Balance

You acknowledge that balances and available funds reported via the Mondo Gate 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, Mondo Gate 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 can request an electronic transfer from either your payment account or a payment card. In such a transaction, you are instructing Mondo Gate to request Card Issuer and Account Provider to accept:

- a. Electronic transfers of funds (in case the transfer is made from a payment account), or
- b. Top-ups (from a payment card),

in the amount you specify, and to record such funds into your Card Account.

You can top up your Card Account only from a payment card registered in your name.

Transfers from payment cards belonging to 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.

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 Mondo Gate Services in the event we are unable to obtain or verify such Information. You authorise The Card Issuer, directly or through Mondo Gate 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 licence 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 Mondo Gate Services, Mondo Gate Card, and your Card Account. You should also carefully safeguard your Card. You agree to immediately notify us of any unauthorised use of your login credentials or other breach of security, either through the app, by phone at +49 (0) 4561 7149040 or by email at service@mondogate.co.uk.

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 Mondo Gate 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 Mondo Gate Services access credentials.

10. Methods of Sending, Spending, Requesting or Exchanging Money

By sending, spending, requesting, collecting, splitting, or exchanging money, you authorise and instruct Mondo Gate 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 via a peer-to-peer transaction for example, the recipient is not required to accept it. You agree that you will not hold Mondo Gate 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 (14 days) of the date you initiated payment.

13. Restricted Activities

13.1. Activities

In connection with your use of the Mondo Gate Services, or during your interactions with the Card Issuer, Mondo Gate, 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 Mondo Gate, Card Issuer, the Account Provide or a Card Processor;
- b. Violate any law, statute, ordinance, or regulation;
- c. Use the Mondo Gate 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 Mondo Gate 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 Mondo Gate 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 Mondo Gate 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 Mondo Gate, other Users, third parties or you;
- k. Use your Card Account or the Mondo Gate 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 Mondo Gate 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 Mondo Gate 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 Mondo Gate 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 Mondo Gate 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 Mondo Gate 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 Mondo Gate 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 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 Mondo Gate 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 Mondo Gate Services for any reason and at any time upon notice to you.

If Mondo Gate 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. We may together with the Card Issuer and Account Provider close, suspend, or limit your access to your Card Account or the Mondo Gate 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. We may contact Users who have Transacted with you, contact your bank or card issuer, and/or warn other Users, law enforcement, or impacted third parties of your actions;
- c. We may update inaccurate Information you previously provided;
- d. We may take legal action against you; and
- e. Mondo Gate in our sole and absolute 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

Mondo Gate 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. Mondo Gate 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 unauthorised manner in connection with a Transaction, please contact us.

15. Lost, stolen or & unauthorised transactions

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. Transactions made in foreign currencies

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.

- 16.1. 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 Mondo Gate (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 Mondo Gate 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 Mondo Gate Services. If you attempt to do so, you shall pay all costs and attorneys' fees of Mondo Gate and its affiliates and shall provide indemnification as set forth below in clause 25.

18. Change in service providers

The Card Issuer and Mondo Gate 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, Mondo Gate 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. Mondo Gate is not a Card Issuer or Processor

- 19.1. Mondo Gate is a technical service provider as defined in the Payment Services Regulations 2017 and is not a bank or other financial institution. Your conducting Transactions using the Mondo Gate Services are between you the Card Issuer and Account Provider, and not with Mondo Gate or any affiliates. Mondo Gate is not a party to your Transactions, other than as a Distributor
- 19.2. To use the Mondo Gate Services you will be issued a Mondo Gate branded card by the Card Issuer and you hereby authorise 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. Mondo Gate does not receive, hold, transfer, or come into possession of your funds. Mondo Gate provides the following technical services: administering your enrolment 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.

20. Customer Support

If you have an inquiry regarding a payment made with Mondo Gate, or you believe there has been an error or unauthorised Transaction, please contact the Mondo Gate Customer Support immediately. Customer Support can be contacted via:

Email at service@mondogate.co.uk

or

Phone at +49 (0) 4561 7149040

(Manned between the hours of 9am and 5pm , Monday to Friday, outside of business hours a voice message can be left)

I.

21. Closing your Card Account

21.1. 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. If you contact us with such a request, Mondo Gate will take certain steps to verify your identity and you agree to cooperate in such verification. Once Mondo Gate 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.

21.2. 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 Mondo Gate are conducting an investigation, it may freeze the account to protect all parties to the Mondo Gate 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.

22. Complaints

22.1. Mondo Gate strives to resolve any concerns in an amicable manner and in case of any issues you should contact customer support of Mondo Gate first. In case that the issues cannot be resolved by contacting customer support, you are directed to submit an official complaint to us. We will process complaints regarding the Mondo Gate Services in a timely manner. When receiving a complaint, Mondo Gate will acknowledge the receipt of the complaint in writing as soon as practically possible but in whichever case not later than within (insert) business day from its receipt.

22.2. The complaints must be sent electronically to: info@mondogate.co.uk

22.3. You must note that Mondo Gate does not respond to anonymous complaints. Each complaint must include at least the following:

- a. Your name;
- b. The email address that you use to interact with Mondo Gate;
- c. Your telephone number;
- d. A clear description of the complaint.

22.4. Where investigation into a complaint requires additional information or documents, the Account Holder shall provide the same to Mondo Gate at Mondo Gate's request without delay.

22.5. We will strive to resolve any complaint without undue delay and no later than within fifteen

22.6. (15) business days of their submission or of their completion by necessary additional information and/or supporting documents by you. In complex cases while Mondo Gate is unable to provide the response within the above time limit, we shall:

22.7. inform you of the reasons for the delay;

22.8. indicate which additional issues need to be addressed;

22.9. indicate the date on which the final response will be provided, which will not be longer than thirty-five (35) business days of the date of the submission of a complaint or its completion by necessary additional information and/or supporting documents by you.

22.10. If the complaint is not resolved in a timely manner or the complaint is not resolved to your satisfaction, Eligible Complainants may be entitled to refer the complaint to the Financial Ombudsman Service for further investigation. Complaint forms for businesses and consumers available at <https://www.financial-ombudsman.org.uk/contact-us>.

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 Mondo Gate 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 Mondo Gate Services, and/or your violation of any law or the rights of a third part

24. Limitations of Liability

The liability of Mondo Gate 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 Mondo Gate 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 Mondo Gate Services; (2) Delays or disruptions in the Mondo Gate Services; (3) Viruses or other malicious software obtained by accessing the Mondo Gate Services or any associated site or service; (4) Glitches, bugs, errors, or inaccuracies of any kind in the Mondo Gate 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 Mondo Gate's policies. Mondo Gate 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 Mondo Gate Services are provided "as is," "as available" and without any representation or warranty, whether express, implied, or statutory. Mondo Gate, and the officers, directors, agents, joint venturers, employees, and suppliers of Mondo Gate, our parent or our affiliates, (collectively, "Mondo Gate Parties"), make no representation or warranty of any kind whatsoever for the services or the content, materials, information, and functions made accessible by the Mondo Gate Services used on or accessed through the Mondo Gate Services, or for any breach of security associated with the transmission of sensitive information through the Mondo Gate Services. The Mondo Gate Parties do not warrant that the functions contained in the Mondo Gate Services will be uninterrupted or error free. The Mondo Gate 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 Mondo Gate Services. The Mondo Gate Parties specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

Mondo Gate does not have any control over the products or services that are paid for with the Mondo Gate Services. Mondo Gate is not responsible for the quality, performance, or any consequential results of the products and or services purchased during the transactions. Mondo Gate cannot ensure that a merchant you are dealing with will actually complete the transaction or is authorised to do so. Mondo Gate does not guarantee continuous, uninterrupted, or secure access to any part of the Mondo Gate Services, and operation of the Mondo Gate Services may be interfered with by numerous factors outside of our control. Mondo Gate will make reasonable efforts to ensure that requests for electronic debits and credits involving payment accounts and payment cards are processed in a timely manner, but Mondo Gate makes no guarantees or warranties regarding the amount of time needed to complete processing because the Mondo Gate Services are dependent upon many factors outside of our control, such as delays in the banking system.

26. 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 Mondo Gate (as technical service provider) with respect to the Mondo Gate Services.

27. Severability

If any term, provision, covenant or restriction of these Terms of Service is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall, wherever possible, remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants, and restrictions without including any of such that may be hereafter declared invalid, illegal, void, or unenforceable.

28. Survival

Any section, clause, paragraph, or provision which is intended by its nature to survive the termination of these Terms of Service will survive the termination of these Terms of Service.

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 Mondo Gate 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 England and Wales, 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 Mondo shall be resolved in English courts.

31. SCHEDULE 1 – DEFINITIONS

“Account Provider” 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 in the United Kingdom and in the European Economic Area UAB Monavate (Legal Entity Code:305628001), a company incorporated in Lithuania whose registered office is at Giruliu str. 10-201, Vilnius, Lithuania) is a licensed E-Money institution registered in Lithuania and licensed by Visa and MasterCard as a Card Issuer in certain territories and is a Principal Member of Visa and MasterCard.

“Cardholder Agreement” means the “Mondo Cards Terms of Service” in Appendix

“Chargeback” means a request that you file directly with your card issuer to invalidate a Transaction.

“Card” means a Mondo-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 Mondo 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; Mondo Account statements and history; and payments authorizations and transaction receipts or confirmations; documents; and any other information related to your Mondo Account or the Mondo Services.

“Eligible complainant” means any of the following:

- a. A consumer (a person acting outside their trade, business, or profession).
- b. 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).
- c. A charity with an annual income of less than £1,000,000. Or
- d. A trustee of a trust which has a net asset value of less than £1,000,000.

“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 “Mondo App” means the application on your mobile device through which you use the Mondo Services.

“Mondo Gate” or “Mondo” means Mondo Gate Aktiengesellschaft.

“Mondo User” or “User” means any person or entity using the Mondo Services including you and other Mondo Members.

“Mondo 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, Mondo card, the internet, or other technologies through which Mondo may choose to offer its services from time to time.

“Mondo 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 Mondo Services.

“Payment Instrument” means a Card Account, a Registered Bank Account, or the Mondo Card.

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

“Us” or **“We”** means Mondo Gate Aktiengesellschaft.

“Website” means www.mondogate.co.uk.

“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

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

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

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

“Mondo 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 Mondo may choose to offer its payment solution 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 Mondo Card.

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

Ver: 1.0

"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 Mondo 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 Mondo 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 Mondo Services including you and other Mondo Members.

"Website" means www.mondogate.co.uk.

32. SCHEDULE 2 – Fees & Limits

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

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

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

Fees:

Fee Name	Fee
Account fee	£12.90 / €14.90
Card load fee	Free
Bank transfer fee	Free
(incoming & outgoing)	Free
Bank transfer via SWIFT (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 applies. You may be charged fees by the ATM provider, 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)

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	5

Ver: 1.0

enter your PIN	
Cumulative transaction threshold	£300
Max Top-up by bank transfer	£50,000
Max Single top-up limit by payment card	£3,000
Max daily top-up limit by payment card	£5,000
Max Monthly top-up limit by payment card	£10,000
Max Annual top-up limit by payment card (365-day period)	£50,000
Max Bank transfers over 24 hours	£10,000
Max Mondo contacts (P2P) over 24 hours	£10,000