



## TERMS AND CONDITIONS

Effective as of February 11, 2018

### 1. Welcome to Global Rockstar!

Use of this website is subject to the terms and conditions set forth below (“Terms and Conditions”).

This website, <http://www.globalrockstar.com>, is operated and owned by Global Rockstar GmbH, an Austrian limited liability company with its seat in Vienna, registered with the Vienna Commercial Court as FN 413241h, herein also referred to as „Label“, „Publisher“, „Distributor“, “we”, “us” or “our”.

Any use of this website, including but not limited to registering, uploading of materials and supporting a project, shall be governed by these Terms and Conditions, any other documents referred to within these Terms and Conditions, as well as any description of the services provided on the relevant page of the Platform, which also forms part of these Terms and Conditions. If you do not want to be bound by these provisions, you must not access, use and/or contribute to this Platform.

We may change these Terms from time to time for a number of reasons including, without limitation, for commercial reasons, to comply with applicable laws or regulations, or with instructions, guidance or recommendations issued by competent regulatory bodies, or for customer service-reasons. If we do, we will give you as much prior notice as possible of such changes, either by notifying you on the Platform or by sending you an email. New versions of the terms will never apply retroactively — we’ll tell you the exact date they go into effect. If you keep using Global Rockstar after a change, that means you accept the new terms.

### 2. Services provided through the Global Rockstar Website

Global Rockstar is a Royalty-based Crowdfunding platform (the “Platform” or the „Website“), Music Label (the “Label”) and Music Publishing company (the “Publisher”), created to support Artists and up-and-coming Talents.

Global Rockstar allows Users to invest in a Music Production (the „Master“), its marketing, and/or a Song (the „Song“) of their favorite Artists and Songwriters.

If a Project is successfully funded or receives any funds (for 1in360 Projects for San Marino’s ESC entry 2018) on the Platform, the Label causes the Master Recording of the Artist’s performance of the Song to be produced, distributed and marketed worldwide. A User that made a Pledge (the „Investor“) for a successfully funded Project or a Project that received any funds (for 1in360 Projects for San Marino’s ESC entry 2018) is entitled to receive from Global Rockstar or its legal successors Royalty payments from all revenues generated by the exploitation of the Master and/or the Song (Section 10)

### **3. Creating an Account**

To sign up for an account, you need to be at least 18 years old, or old enough to form a binding contract where you live. If necessary, we may ask you for proof of age.

You can browse Global Rockstar without registering for an account. But to use all of Global Rockstar's functions, you'll need to register and set a password. You are obliged to fill out all fields of the application form honestly and, to your best knowledge, accurately.

Don't impersonate anyone else or choose names that are offensive or that violate anyone's rights. If you don't follow these rules, we may cancel your account. Registration can be completed successfully only if you have filled out all mandatory fields of the application form.

Your registration will be completed after the verification of your account by following a link, which you will receive via email. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify us immediately of any breach of security regarding your account, and of any unauthorized access to your account.

### **4. Use of Service**

We hereby grant you permission to access and use the website in accordance with these Terms and Conditions, provided that:

1. You agree not to alter or modify any part of the website.
2. You agree not to take any action that infringes or violates other people's rights, violates the law, or breaches any contract or legal duty you have toward anyone.
3. You agree not to post information you know is false, misleading, or inaccurate.
4. You agree not to access content available on this website through any technology or means other than the functionality made available on the website itself.
5. You agree not to use the website for any of the following commercial uses, unless you obtain our prior written approval:
  - the sale of access to the website;
  - the sale of advertising, sponsorships, or promotions placed within any uploaded, published or hyperlinked content; and
  - the sale of advertising, sponsorships, or promotions on any page of an ad-enabled blog or website containing content delivered via the website, unless other material not obtained from us appears on the same page and is of sufficient value to be the basis for such sale.
6. You agree not to circumvent, disable or otherwise interfere with any security-related features of the website or features that prevent or restrict use or copying of any content or enforce limitations on use of the website or the content provided via the website.
7. You agree not to use any automated system, including without limitation, "robots," "spiders," or "offline readers", to access the website in a manner that makes more requests

to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. You agree not to collect or harvest any personally identifiable information, including account names, from the website, nor to use the communication systems provided via the website (e.g., comments, email) for any commercial solicitation purposes. You agree not to solicit any users of the website with respect to their content for commercial purposes.

8. In using the website, you will comply with all applicable laws and the Terms and Conditions, and you agree to indemnify and hold harmless Global Rockstar GmbH, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the website.

## 5. How Projects work

Projects on the Platform are created by Global Rockstar on behalf of a creative team, that typically consists of an Artist, a Producer and one or more Songwriters (the "Team").

Artists who wish to fund the music production of their new single and/or additional marketing measures to promote their new single can apply by writing an Email to [office@globalrockstar.com](mailto:office@globalrockstar.com).

Before publishing a Project on the Platform, the Team works out in accordance with Global Rockstar, a creative concept, a budget and a marketing plan for the next single of the Artist.

In accordance with the Team, the Project settings are defined (Project duration, funding goal, dedication of the funding, Artist Royalties, Producer Royalties, total shares offered to Investors).

Global Rockstar, as the Project owner, then invites Users to invest in the Project and to form a contract with Global Rockstar, that regulates, amongst others, the right of the Investors to receive Royalties from the commercial exploitation of the Master and/or the Song, if the Project is successfully funded or if it gets any funds (for 1in360 Projects for San Marino's ESC entry 2018).

Projects are displayed on Project Pages on the Platform and display the following details:

- the name of the Artist and his Profile picture
- a Project video including a rough version of the song that the Artist wants to produce
- additional information about the Artist and the Song he wishes to produce
- information about the designated music Producer
- financial facts about the Artist or the opportunity (if available)
- the project duration (countdown of remaining time)
- the funding goal and the current funding status
- the allocation of the funding
- the shares that are available
- the price of shares
- further information concerning the investment: depending on the Project, an investor can purchase (i) shares of future Royalties deriving from the exploitation of the Master Rights only, (ii) shares of future Royalties deriving from the exploitation of the Master Rights and the Publishing Rights or (iii) shares of future Royalties deriving from the exploitation of the Publishing Rights only.

- the duration of the Investor's right to receive Royalties (the term of the Royalty Agreement)

The funding status of the Project is displayed on the Project Profile for the following states:

- **LIVE PROJECT:** Published Projects with available shares are called **live**-Projects until the end of the Project duration. When a Project is live, you can make a Pledge for this Project.
- **FUNDED PROJECT:** When all available shares are covered by Pledges from Users before the end of the Project duration, the Project is **funded**. This means you cannot make Pledges for this Project anymore.
- **ENDED PROJECT:** When the Project durations ends, and there are still shares left, the Project is **ended**. You cannot make Pledges for this Project anymore.

In some cases, and in accord with the Artist, we might extend the Project duration.

## 6.How Funding works

**These are the terms that apply when you make a Pledge / invest in a Project:**

**PLEASE NOTE, THAT EXCEPTIONS TO THE GENERAL RULES, DESCRIBED IN THIS SECTION, APPLY FOR ALL PROJECTS OF THE 1IN360 SAN MARINO'S ESC ENTRY 2018.**

- You're only charged if the Project reaches its funding goal. You'll provide your payment information when you pledge, but you won't be charged. Your payment will only be collected if, at the end of the Project duration, the Project has reached its funding goal. The exact amount you pledged is the amount Global Rockstar or the Global Rockstar payment partner Mangopay will collect. If the Project is not successfully funded, you won't be charged and no funds will be collected.  
**(Exception for 1in360 Projects: As soon as you have invested in one of the 1in360 Projects for San Marino's ESC entry 2018, you own the shares that you purchased, you will be entitled to receive the respective royalties, and you will be charged for the price of the purchase of the respective shares)**
- In some cases we'll reserve the charge on your card. Global Rockstar and its payment partner Mangopay may authorize or reserve a charge on your credit card (or whatever payment method you use) for any amount up to the full Pledge, at any time between the Pledge and the collection of funds.
- You can change or cancel your Pledge at any time before the end of the Project duration by contacting us via email to [office@globalrockstar.com](mailto:office@globalrockstar.com), with one exception: During the last 24 hours of the Project duration, you can't decrease or cancel your pledge if that action would drop the Project below its funding goal. Once the Project has been funded, you cannot cancel or change your Pledge anymore.

You agree that by (i) clicking on the „PLEDGE“ button on a Project page on the Platform and (ii) submitting your billing data on the Platform and your payment data on the payment partner page, you conclude with us a legally binding agreement, provided that (i) your payment is successful and (ii) the Project is successfully funded  
**(Exception for 1in360 Projects: As soon as you have paid for one of the 1in360**

**Projects for San Marino's ESC entry 2018, and your payment is successful, you own the shares that you purchased).**

All further details of the contract between you and Global Rockstar are regulated in the Royalty Agreement that you conclude with us when you make a Pledge, and that enters into force when the Project is successfully funded (**Exception for 1in360 Projects: As soon as you have paid for one of the 1in360 Projects for San Marino's ESC entry 2018, you own the shares that you purchased).**

- When the Project is successfully funded, we submit the Royalty Agreement to the email that you entered during your registration (**Exception for 1in360 Projects for San Marino's ESC entry 2018: When to Project is successfully funded with the maximum funding goal, or when the Project ended, we submit the Royalty Agreement to the email that you entered during your registration).**
- If you choose to purchase shares of Royalties of a Master to offer as a present, we will provide you with the Royalty certificate issued to the new beneficial owner, as soon as the Project is funded (**Exception for 1in360 Projects for San Marino's ESC entry 2018: When to Project is successfully funded with the maximum funding goal, or when the Project ended, we will provide you with the Royalty certificate issued to the new beneficial owner).**
- In a second step we will contact you via mail to get some more info (email, address) of the new beneficial owner to enable the transfer of rights from you, as the person who purchased the rights, to the new beneficial owner. We will ask the new beneficial owner to open an account on Global Rockstar, in order to be able to withdraw his earnings from his dashboard.
- You agree that the information given about the Artist, Producer and Project displayed on the Platform is sufficient to decide entirely at your own risk if you make a Pledge.
- By making a Pledge, you are fully aware of the chances but also of the risk not to recoup your investment with the royalties that the Master and/or the Song generates.

**These are the terms that apply when you are the Artist that created the Project:**

- When the funding goal is reached and the Project is successfully funded, we collect the funds from the Investors. (**Exception for 1in360 Projects for San Marino's ESC entry 2018: When to Project is successfully funded with the maximum funding goal, or when the Project ended, we collect the funds from the Investors).** These funds are used to pay all costs of the music production and other allocations of the funding like marketing and promotional measures. Global Rockstar and its payment partner Mangopay will subtract fees from the collected funds. (section 11)
- Global Rockstar organizes and supervises the recording and production of the Project Song together with you and the Producer. Global Rockstar will pay for all costs according to the allocation of the funding.
- When the Master is finished to the Team's satisfaction, Global Rockstar releases it digitally in all relevant Streaming- and Downloadstores worldwide, takes care of promotional- and marketing- measures and advises you on additional marketing- and promotion activities. Global Rockstar will pay for all additional marketing- and

promotion- costs, if they are part of a Project, according to the allocation of the funding.

- Global Rockstar collects the Royalties and distributes them to you and all other beneficial owners after deducting a handling fee (including payment partner fees) and a distribution fee. (section 11)
- All further details of the contract between you and Global Rockstar are regulated in the Artist recording contract that you sign before creating a Project.

## **7.Pledges & Payments**

In order to make a Pledge / to invest in a Project you must be over 18 years of age and possess an acceptable valid credit or debit card issued by a bank acceptable to us. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorised user of the credit or debit card used to place your order and that there are sufficient funds to cover the payment.

Global Rockstar has chosen MANGOPAY SA to manage the services involving monetary payment by bank card or direct debit through the MangoPay system. When you back or create a Project, you're also agreeing to the payment processor's terms of service.

Global Rockstar thus enables its Users to become Electronic Money unit holders, which they can allocate as Contributions to a Project in a few clicks. In using the bank card or direct debit payment system proposed on the Global Rockstar website, you must accept the Terms of Use for the MangoPay Electronic Money service. (section 22)

## **8.Artists: Rights and Obligations**

By uploading, publishing, hyperlinking or otherwise making available any content (the "Content") on the website, or by submitting such Content to Global Rockstar in order to create a Project

A. you represent and warrant that, (i) such Content does not violate any local, national, or international laws or regulations, (ii) you own such Content or, to the extent you do not own such Content, you have secured all necessary rights (e.g. authors' rights, publishing rights, related rights, samples etc...) from any relevant third parties with respect to such Content, including, where applicable, the right to enter such Content into a Project and to dispose of it in any way contemplated by these Terms and Conditions, including that you dispose of the rights of such Content in a way that allows (i) the assignment of royalties to Investors by Global Rockstar and (ii) a worldwide distribution and exploitation by Global Rockstar; and

B. grant us the following irrevocable, worldwide, exclusive, sublicensable and transfereble rights with respect to any Content:

1.) The right to host and publish such Content on this website, and to stream such Content online, including without limitation via online radio, smart TV or similar channels.

- 2.) The right to reproduce, distribute and prepare derivative works of such Content, including audio extracts from videos uploaded by the Artist, for any purposes, including, without limitation, the promotion of such Content in any media channel in whatever format.
- 3.) The right to broadcast such Content in TV advertisements of Global Rockstar, including without limitation via public and private television broadcasters.
- 4.) The right to display advertisements on the same page as any such Content.
- 5.) The right to allow users to use such Content in accordance with these Terms and Conditions.

#### **Artists who create/are part of Projects:**

Artists who wish to create Projects on Global Rockstar, and all Artists who are part of Projects sign a separate Artist recording contract (the “recording contract”) with Global Rockstar, prior to the publishing of their Project, that regulates:

- the recording and production of the Master of the Song for which the Project is created,
- the grant of rights from the Artist to Global Rockstar to enable an exclusive worldwide distribution and promotion of the resulting music production, and
- the payment of Royalties from Global Rockstar to the Artist, deriving from the exploitation and utilization of the resulting Master by Global Rockstar.

The recording contract enters into force when the Project is successfully funded. **(Exception for 1in360 Projects for San Marino’s ESC entry 2018: The recording agreement enters into force with signing).**

The recording contract complements these Terms and Conditions for Artists who create Projects, and for Artists that are part of Projects.

In case the Project is not successfully funded, the Artist will not be bound to any additional contract with Global Rockstar that exceeds these Terms and Conditions. **(Exception for 1in360 Projects for San Marino’s ESC entry 2018: The recording agreement enters into force with its signing, and the respective Song and Master of the Artist will be released worldwide via the Label).**

#### **Songwriters who create/are part of Projects:**

Songwriters who wish to create Projects on Global Rockstar, and all Songwriters who are part of Projects sign a separate publishing contract (the “publishing contract”) with Global Rockstar, prior to the publishing of the Project.

The publishing contract enters into force when the Project is successfully funded. **(Exception for 1in360 Projects for San Marino’s ESC entry 2018: The publishing contract enters into force with its signing, and the respective Song will be released worldwide via the Label).**

The publishing contract complements these Terms and Conditions for Songwriters who create Projects, and for Songwriters who are part of Projects.

## 9. Pledgers & Investors: Rights and Obligations

A User who makes a Pledge for a Project (the “Pledger”) enters into an additional legal agreement with Global Rockstar (the “Royalty Agreement”) that complements these Terms and Conditions. Users can preview the respective Royalty Agreement template on the Project pages of the Platform.

The Royalty Agreement enters into force when the Project is successfully funded and the amount pledged is paid. **(Exception for 1in360 Projects for San Marino’s ESC entry 2018: The Royalty agreement enters into force when to Project is successfully funded or ended and the amount pledged is payed)**

When a User decides to invest in a Project, he chooses on a Project Profile on the Platform the percentage of shares he wants to purchase, is informed about the price for these shares, and can preview the Royalty Agreement that he will conclude with Global Rockstar, when the Project gets successfully funded **(or ended, for 1in360 Projects for San Marino’s ESC entry 2018)**. By filling out all necessary fields on the following page of the Platform (the “Pledge form”) and submitting the Pledge form, the Pledger enters into a binding legal agreement with Global Rockstar that regulates among other things, provided that the Project gets successfully funded until the end of the project duration **(or ends, for 1in360 Projects for San Marino’s ESC entry 2018)**, (i) the obligation and terms of the payment and (ii) the right to receive royalties from Global Rockstar or its legal successors.

When a Project is successfully funded **(or ends, for 1in360 Projects for San Marino’s ESC entry 2018)**, the Pledger is obliged to pay the agreed amount. As soon as this amount is transferred via the Global Rockstar payment partner Mangopay to Global Rockstar, the Royalty Agreement enters into force and the Pledger becomes an Investor (the „Investor“).

If a Project is not successfully funded, the Pledger is not charged and does not enter into any additional legal agreement with Global Rockstar concerning this Project.

**(Exception for 1in360 Projects for San Marino’s ESC entry 2018: If a Project does not reach its maximum funding goal and ends, the Royalty agreement enters nevertheless into force, the respective Song is released and the Pledger is entitled to receive the respective Royalties)**

Depending on the details of a Project, displayed on the Project Profiles on the Platform, we differentiate between 3 kinds of Royalty Agreements:

1. The Master Rights Royalty Agreement:  
The Investor purchases the right to receive future Royalties deriving from the exploitation of the Master.
2. The Master & Publishing Rights Royalty Agreement:  
The Investor purchases (i) the right to receive future Royalties deriving from the exploitation of the Master and (ii) the right to receive future Royalties deriving from the exploitation of the Publishing Rights of the Song.
3. The Publishing Rights Royalty Agreement:  
The Investor purchases the right to receive future Royalties deriving from the exploitation of the Publishing Rights of the Song.



The term of the respective Royalty Agreements varies depending on the details of a Project, displayed on the Project Profiles on the Platform, in a range from 5 years up to the full duration of the Copyright (For Master Rights: up to 70 years from the first release of the Master / For Publishing Rights: Up to 70 years after the death of the author).

## 10. Royalties, statement of account and payment

If a Project is successfully funded (**or ended, for 1in360 Projects for San Marino's ESC entry 2018**), the Investors are entitled to receive from Global Rockstar or its legal successors, according to the details of the Project and the Royalty Agreement they concluded

- (i) royalty payments from all revenues generated by the exploitation of the Master for the term of the Royalty Agreement, or
- (ii) royalty payments from all revenues generated by the exploitation of the Master and royalty payments from all revenues generated by the exploitation of the publishing rights of the Song for the term of the Royalty Agreement, or
- (iii) royalty payments from all revenues generated by the exploitation of the publishing rights of the Song for the term of the Royalty Agreement,

provided that the promised payment from the Pledge has been transferred successfully via the Global Rockstar payment partner Mangopay to Global Rockstar.

Starting 90 days after the release date of the Master, the Investors's Net Income shall be posted on the Investor's account on the Platform, or in monthly statements of account via Email to the Investor's Email address, in a timely fashion after Global Rockstar's receipt thereof. Once payment has been credited to the Investor's account, the Investor shall be able to withdraw all or any portion at its discretion. The Investor shall be responsible for any bank fees or other charges related to such withdrawals. The Investor is obliged to declare and pay all respective taxes related to his earnings from Royalties.

Any objection relating to any accounting statement or any lawsuit arising therefrom must be made (and any lawsuit commenced) no later than one (1) year after the date the statement is rendered, and the Investor hereby waives any longer statute of limitations that may be permitted by law.

## 11. Our fees

Creating an account on Global Rockstar is free.  
We only collect fees when a Project is successfully funded.

For successfully funded Projects (**or ended Projects, for 1in360 Projects for San Marino's ESC entry 2018**), Global Rockstar deducts a firm handling charge of 10% (including payment partner fees) and an executive producer fee of 15% from the net receipts that incur for the funding of a Project from payments of Investors.

Concerning royalty payments to Investors, Artists and Producers from the exploitation of the Master, Global Rockstar deducts a firm handling charge of 10% and a distribution fee of 15% from the net receipts incurring from the exploitation of the Master.

Concerning royalty payments from the exploitation of the Publishing Rights, Global Rockstar deducts a firm handling charge of 10%.

## **12.How to create a Project**

In the current version of this Platform, only hand-selected Projects are published. If you wish to create a Project, please contact [office@globalrockstar.com](mailto:office@globalrockstar.com).

If you want to create a Project, you need to sign a separate agreement with Global Rockstar, granting Global Rockstar all necessary rights to (i) publish the Project and to (ii) handle all connected legal agreements to enable the worldwide exploitation of the resulting Master and/or Song, if the Project gets successfully funded.

After that, you need to submit a Project video, pictures and additional informations to the Project and choose a funding goal, a project duration and the amount of shares that you wish to give away to Investors. Together with us, you decide who will be part of your Team.

With all your information and files, Global Rockstar then creates and displays the Project on the Platform. Legally, you are then the Project creator and Global Rockstar is the Project owner. Global Rockstar handles (i) all contracts with you, the Producer and Investors, (ii) the worldwide distribution and marketing of the Master, (iii) the collection of all Royalties deriving from the exploitation of the Master and/or the Song, and (iv) the Royalty payments to all beneficial owners.

Together with you, we decide how the funding should be used to enable the best success for your music production.

The funding can be allocated to:

- the fee of the music producer
- the costs of the studio where you are recording
- the costs for mixing and mastering
- the costs for musicians
- the cover artwork
- a videoclip
- additional marketing and promotion

## **13.Rights and Obligations of the Global Rockstar Music Label**

When a Project is published on the Global Rockstar website, Global Rockstar has already obtained all necessary rights, in separate agreements (that complement these Terms and Conditions) with the Artist, the Songwriter and the Producer to

- create and publish a Project on the Global Rockstar Website as Project owner
- offer Royalties of the planned music production and/or the Song to Investors
- be the record Label and Master owner of the resulting music production

- be the Publisher of the Song
- market, advertise and exploit the Master and/or the Song exclusively worldwide by all means and media

When a Project is successfully funded (**or ended, for 1in360 Projects for San Marino's ESC entry 2018**), Global Rockstar Music shall

- cause the Master Recording of the Artist's performance of the Song by the Producer and shall use its best efforts to realize the production on the highest quality level,
- supervise the production as executive producer, and shall use its best efforts to advise all contributors involved in the production,
- use the funds collected on the Platform for the successfully funded Project to pay all costs according to their agreed allocation,
- handle all contracts and Royalty payments with all beneficial owners,
- distribute the Master as digital Single (the „Single“) in all relevant Streaming- and Download- Stores worldwide, and
- use its best efforts to promote the Master and/or the Song.

You acknowledge that in providing the distribution of the Master and the respective Royalty payments to the beneficial owners of such Royalties, Global Rockstar will be required to enter into certain agreements with aggregators or directly with various Consumer Stores. The selection of these aggregators and Consumer Stores shall be within the sole discretion of Global Rockstar.

You acknowledge that in providing the exploitation of the Publishing Rights of the Song and the respective Royalty payments to the beneficial owners of such Royalties, Global Rockstar will be required to enter into certain agreements with collecting societies. The selection of these collecting societies shall be within the sole discretion of Global Rockstar.

## 14. Limitations of Global Rockstar's Obligations

Global Rockstar may stop the distribution of the Master in Streaming- and Download- Stores worldwide

- if in two consecutive years, Global Rockstar's Net Receipts from the commercial exploitation of the Master account for less than 30 € per year, or
- if the Artist exercises an optional call right without Global Rockstar's objection.

In case (i) Global Rockstar stops the distribution of the Master, or (ii) the Artist terminates the Artist recording agreement with Global Rockstar's consent, Global Rockstar shall resign from the rights to the Master, and the rights to receive a handling charge and a distribution fee, and shall transfer (i) the rights to the Master and (ii) all rights and obligations of the Royalty Agreement to the Artist, who becomes then the Master owner. The Artist may distribute and exploit the Master at his sole discretion. The rights of the Investors to receive Royalties shall remain as agreed in the Royalty Agreement. Global Rockstar shall provide the Artist with all

necessary information concerning the Investors in order to enable the Artist to pay future Royalty payments directly to the Investors.

## **15. Termination**

You may terminate your account at any time. Our rights regarding any content you've already submitted to us published on the Platform survive the termination. (If you've launched a project, deleting your account will not remove the project from the Platform.)

Beneficial owners of Royalties (Artists, Producers, Investors) who terminate their account waive their right to receive further Royalties, if their Net Receipts account for less than 50 € in the previous year before the termination.

Beneficial owners of Royalties who terminate their account but generated Net Receipts that account for more than 50 € in the previous year before the termination, shall provide Global Rockstar with their email, billing information and bank account information. Global Rockstar shall provide to these beneficial owners yearly Royalty statements via email. Global Rockstar shall pay the respective Royalties to the beneficial owners after Global Rockstar's receipt of an invoice from the beneficial owner. Beneficial owners who do not provide the necessary information to Global Rockstar within 6 month from the termination of their account waive their right to receive further Royalties.

Global Rockstar collects the Royalties of beneficial owners who waive their right to receive further Royalties and donates these funds to charitable purposes.

## **16. Process for Dealing with Allegations of Copyright Infringement**

If you are a copyright owner or an agent thereof and believe that any content available on the Platform infringes upon your copyrights, you may submit a notification to [office@globalrockstar.com](mailto:office@globalrockstar.com). The notification must contain:

- a physical or electronic signature of a person authorized to act on behalf of the copyright owner;
- identification of the copyrighted work or works you believe has or have been infringed;
- identification of the content you believe constitutes copyright infringement along with information sufficient to permit the service provider to locate the material;
- your contact information, including, at a minimum your address, telephone number, and email address; and
- a statement that certifying under penalty of perjury that you are, or are acting on behalf, of the copyright owner and that the content in question is not authorized by the copyright owner.

If you believe that any of your content that has been removed from the website is not infringing a third party's copyright, or that you have the authorization from the copyright owner to upload, publish or hyperlink such content on the Platform, you may send a counter-notice containing the following information to Global Rockstar:

- your physical or electronic signature;

- Identification of the content that has been removed and the location at which the content appeared before it was removed;
- a statement that you have a good faith belief that the content was removed as a result of mistake or a misidentification of the content; and
- your contact information, including, at a minimum your address, telephone number, and email address.

If we receive an infringement notice, we may send a copy of such notice to the original complaining party. Unless the complaining party files an action seeking a court order against the user, we may, in our sole discretion and after consulting with legal counsel, restore the removed content.

## **17.Other websites**

This Platform may contain links to other websites. When you access third-party websites, you do so at your own risk. We don't control or endorse those sites.

Global Rockstar has chosen MANGOPAY SA to manage the services involving monetary payment by bank card or direct debit through the MangoPay system. When you invest in a Project or create a Project, you're also agreeing to the payment processor's terms of service.

## **18.Disclaimer**

In no event shall we be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (I) errors, mistakes, or inaccuracies of content, (II) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the website, (III) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein, (IV) any interruption and all personal information stored therein, (V) any interruption or cessation of transmission to or from the website, (VI) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the website by any third party, and/or (VII) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted or otherwise made available via the website, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

## **19.General**

You acknowledge and agree that the Platform is provided from, and that the servers and staff responsible for operating the website are based in, Vienna, Austria and that, accordingly, the operation of the Platform does not give rise to personal jurisdiction over Global Rockstar GmbH, either specific or general, in jurisdictions other than Austria. These Terms and Conditions shall be governed by the laws of the Federal Republic of Austria, without giving effect to its conflict of laws principles. Any claim or dispute between you and Global Rockstar

GmbH that arises in whole or in part from the Platform shall be decided exclusively by a court of competent jurisdiction located in Vienna, Austria.

If any provision of these Terms and Conditions is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term, and Global Rockstar's failure to assert any right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

## **20. Privacy policy**

### **GENERAL**

Global Rockstar is committed to safeguarding the privacy of its website visitors; this policy sets out how Global Rockstar will treat your personal information. Our website uses cookies. We will ask you to consent to our use of cookies in accordance with the terms of this policy when you first visit our website. By using our website and agreeing to this policy, you consent to our use of cookies in accordance with the terms of this policy.

This Privacy Policy is part of [globalrockstar.com](http://globalrockstar.com/terms) Terms and Conditions ("Terms") posted at [www.globalrockstar.com/terms](http://www.globalrockstar.com/terms) and is governed by it. Where the terms in this document are capitalized but not have a definition provided, the definition is set forth in the Terms.

#### **1. Introduction**

1.1 Term. This Privacy Policy is effective with respect to any data that we've collected, or collect, about and/or from you, according to our Terms.

1.2 Changes to the Private Policy. If there are any changes to this Privacy Policy, we will give you as much prior notice of such changes via email, to the email address you have previously supplied us with, if any, or a notice on the relevant page of our Website, or any other device through which you access our Services. Any such modification will take effect within thirty days of publication. Continuing to use the Service after the new policy takes effect means that you agree to the new policy. Note that if we need to adapt our policy to legal requirements, the new policy will become effective immediately or as required.

1.3 Questions. If you have any questions or comments, or if you want to update, delete, or change any Personal Information you've submitted on the Website, please write to us by email to [office@globalrockstar.com](mailto:office@globalrockstar.com). You may also contact us by postal mail at:

Global Rockstar GmbH  
Wasagasse 33/4  
A-1090 Vienna  
Austria

#### **2. What information do we collect?**

We may collect, store and use the following types of information about you ("Personal Information"):

## 2.1 Information You Provide to us.

When you register to use the Services, to get email notifications and/or newsletter, send us an email, or post on our blog, or when you subscribe to our Services, you're giving us information we collect. That information may include your name, your artist/band name, date of birth, email address, city, country, phone number, the music genre you play, profile information and other details like gender, occupation, and other demographic information. By giving us this information, you consent to your information being collected, used, disclosed, and stored by us, only as described in our Terms and in our Privacy Policy.

## 2.2 Information from Your Use of the Service.

We may get information about how and when you use the Services. This information may include your IP address, time, date, geographical location, browser type and version, operating system, referral source, length of visit, page views, and website navigation.

## 2.3 Information that you upload.

The content you upload to the Service, whether from your own device or from a cloud-based hosting service, including any data, text, graphic, audio and audio-visual files, may include personal information. The uploaded content may be accessible to others. Please use caution when uploading content, and avoid any involuntary disclosure of personal information of others without their consent.

This information may include the links to your YouTube videos, the link to purchase your music on iTunes, text you provide to us to describe your video content, lyrics of your song as provided by you.

## 2.4 Cookies

When you register to use [www.globalrockstar.com](http://www.globalrockstar.com), we may store "cookies". This is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server. This enables the web server to identify and track the web browser. We may use both "session" cookies and "persistent" cookies on the website. Session cookies will be deleted from your computer when you close your browser. Persistent cookies will remain stored on your computer until deleted, or until they reach a specified expiry date.

We will use the session cookies to: keep track of you whilst you navigate the website; prevent fraud and increase website security; and other uses. We will use the persistent cookies to: enable our website to recognize you when you visit; keep track of your preferences in relation to your use of our website; and other uses.

We use Google Analytics to analyze the use of this website. Google Analytics generates statistical and other information about website use by means of cookies, which are stored on users' computers. The information generated relating to our website is used to create reports about the use of the website. Google will store this information. Google's privacy policy is available at: <http://www.google.com/privacypolicy.html>.

Our advertisers / payment services providers may also send you cookies.

We publish Google AdSense interest-based advertisements on our website. These are tailored by Google to reflect your interests. To determine your interests, Google will track your behavior on our website and on other websites across the web using the DART cookie. You can view, delete or add interest categories associated with your browser using Google's Ads Preference Manager, available at: <http://www.google.com/ads/preferences/>. You can opt

out of the AdSense partner network cookie at: <http://www.google.com/privacy/ads/> or by using the NAI's (Network Advertising Initiative's) multi-cookie opt-out mechanism at: [http://www.networkadvertising.org/managing/opt\\_out.asp](http://www.networkadvertising.org/managing/opt_out.asp). However, these opt-out mechanisms use cookies, and if you clear the cookies from your browser your opt-out will not be maintained. To ensure that an opt-out is maintained in respect of a particular browser, you should use the Google browser plug-in available at: <http://www.google.com/ads/preferences/plugin>.

You can manage your preferences relating to the use of cookies on our website by visiting <http://www.google.com/ads/preferences/>

Most browsers allow you to reject all cookies, whilst some browsers allow you to reject just third party cookies. For example, in Internet Explorer (version 9) you can refuse all cookies by clicking "Tools", "Internet options", "Privacy", and selecting "Block All Cookies" using the sliding selector. Blocking all cookies will, however, have a negative impact upon the usability of many websites, including this one.

## 2.5 Web Beacons

When we send emails to registered [www.globalrockstar.com](http://www.globalrockstar.com) users, we'll sometimes track who opened the emails and who clicked the links. We do that to measure the performance of our email campaigns and to improve the Services for specific segments of Users. To do this, we include single pixel gifs, also called web beacons, in emails we send. Web beacons allow us to collect information about when you open the email, your IP address, your browser or email client type, and other similar details. We use the data from those Web Beacons to create the reports you see about who has or has not opened emails or clicked links. Reports are also available to us when we send you email, so we may collect and review that information.

## 3. Use and disclosure of Your Personal Information

We may use and disclose your Personal Information only as follows:

- (i) To administer the website;
- (ii) To improve your browsing experience by personalizing the website;
- (iii) To enable your use of the services available on the website;
- (iv) To send you contracts purchased via the website, and supply to you services purchased via the website;
- (v) To send statements and invoices to you, collect payments from you and transfer Royalties to you;
- (vi) To send you general (non-marketing) commercial communications;
- (vii) To send you email notifications;
- (viii) To send you our newsletter and other marketing communications relating to our business or the businesses of carefully-selected third parties and sponsors which we think may be of interest to you, by post or, where you have specifically agreed to this, by email or similar technology (and you can inform us at any time if you no longer require marketing communications);
- (ix) To provide Users support and obtain feedback;
- (x) To protect the rights and safety of us and our employees, agents, owners, suppliers or subcontractors, users, third parties, and others;
- (xi) To meet legal requirements, such as complying with court orders and valid subpoenas;
- (xii) To prosecute and defend a court, arbitration, or similar proceeding;
- (xiii) To provide third parties with statistical information about our users – but this information will not be used to identify any individual user;
- (xiv) To deal with enquiries and complaints made by or about you relating to the website;



- (xv) To keep the website secure and prevent fraud;
- (xvi) To verify compliance with the Terms governing the use of the website (including monitoring private messages sent through our website private messaging service);
- (xvii) To provide you with a translated version of the website according to your geographical location;
- (xviii) To provide you with a country specific welcome page including translations of all relevant text according to the current location of your terminal equipment.

## **4. Security**

### **4.1 Notice of Breach of Security.**

If a security breach causes an unauthorized intrusion into our system that materially affects you, then [www.globalrockstar.com](http://www.globalrockstar.com) will notify you as soon as possible and subsequently report the corrective action taken in response to the intrusion.

### **4.2 Safeguarding Your Information**

To protect your information, our payment partner Mangopay uses the latest technology for secure transactions. In addition, our vendor is certified as compliant with card association security initiatives, like the Visa Cardholder Information Security and Compliance (CISP), MasterCard® (SDP), and Discovery Information Security and Compliance (DISC). All our website financial transactions are handled through third party payment service providers. We will share information with such providers only to the extent necessary for the purposes of processing payments you make via our website, refunding such payments and dealing with complaints and queries relating to such payments and refunds.

We will take reasonable technical and organizational precautions to prevent the loss, misuse or alteration of your personal information and will store all the personal information you provide on our secure (password- and firewall-protected) servers.

You acknowledge that the transmission of information over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

You are responsible for keeping your password and other login details confidential. We will not ask you for your password except when you log in to the website. . Account passwords are encrypted, which means we can't see your passwords. We can't resend forgotten passwords either. We'll only reset them.

## **5. Compliance**

### **5.1 Safe Harbor Certification**

[www.globalrockstar.com](http://www.globalrockstar.com) complies with the U.S.–E.U. and U.S.–Swiss Safe Harbor Framework, which is overseen by the U.S. Department of Commerce and covers the collection, use, and retention of personal data from European Union member countries and Switzerland. We certify that we follow the principles of notice, choice, onward transfer, security, data integrity, access, and enforcement.

### **5.2 Accuracy of Data, Transparency and Choice**

We do our best to keep your data accurate and up to date, to the extent that you provide us with the information we need to do that. If your data changes (like a new email address), then you're responsible for notifying us of those changes.

We only store data about you for as long as it's reasonably required to fulfill the purposes that gave us the right to access it in the first place. Unless it's prohibited by law, we'll remove any Personal Information about you from our servers at your request.

### 5.3 Austria Data Protection

We are notified as a "data controller" in respect of personal data about Austrian clients whom we collect personal data in accordance with this Privacy Policy. Under Austrian law, we are a "data controller" in respect of the personal data about our Austrian Users.

### 5.4 Regular reviews

We regularly review our compliance with this Privacy Policy. If we receive a written complaint, then we'll respond to the person who made it

## 6. Protection of the Privacy of Children

Due to its international character Global Rockstar reserves the right to limit access to its services for users under the age of 13 (users defined by the US Children's Online Privacy Protection Act from 1998 as children). Thus, Global Rockstar is not directed to children under the age of 13, where applicable by US law and does not allow registration by users younger than 13 years of age.

This requirement is clearly posted during the registration process on Global Rockstar. Global Rockstar does also not collect any personally identifiable data from children and within its contest does not collect any data, which goes beyond means that are reasonably necessary (as stated in the US Children's Online Privacy Protection Act).

## 7. Public Information and Third Parties

### 7.1 Social Media Widgets.

Our Website may include social media features, like the Facebook; twitter, Google+ button. These features may collect information about your IP address and which page you're visiting on our site, and they may set a cookie to make sure the feature functions properly. Social media features and widgets are either hosted by a third party or hosted directly on our site. Your interactions with those features are governed by the privacy policies of the companies that provide them.

### 7.2 Links to Third-Party Sites.

Our Website include links to other websites, like youtube.com, whose privacy practices may be different from www.globalrockstar.com. If you submit Personal Information to any of those sites, your information is governed by their privacy policies. We encourage you to carefully read the privacy policy of any website you visit. Our offerings may include features or functionalities provided by third parties. In the process of providing such functionalities within our Services, your system may automatically send certain technical information to the third party provider. The use of these third-party provided features or functionalities is subject to their own privacy policies. We may use agents and contractors in order to help operate our Services. Their use of information is limited to these purposes.

## 8. Your rights

You may instruct us to provide you with any personal information we hold about you. Provision of such information will be subject to the supply of appropriate evidence of your identity (for this purpose, we will usually accept a photocopy of your passport certified by a solicitor or bank plus an original copy of a utility bill showing your current address).

We may withhold such personal information to the extent permitted by law.

You may instruct us not to process your personal information for marketing purposes, by sending an email to us. In practice, you will usually either expressly agree in advance to our use of your personal information for marketing purposes, or we will provide you with an opportunity to opt out of the use of your personal information for marketing purposes.

## 21.Cookie use

When you register to use [www.globalrockstar.com](http://www.globalrockstar.com) we may store "cookies".

This is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server. This enables the web server to identify and track the web browser. We may use both "session" cookies and "persistent" cookies on the website. Session cookies will be deleted from your computer when you close your browser. Persistent cookies will remain stored on your computer until deleted, or until they reach a specified expiry date.

We will use the session cookies to: keep track of you whilst you navigate the website; keep track of items in your shopping basket; prevent fraud and increase website security; and other uses. We will use the persistent cookies to: enable our website to recognize you when you visit; keep track of your preferences in relation to your use of our website; and other uses.

We use Google Analytics to analyze the use of this website. Google Analytics generates statistical and other information about website use by means of cookies, which are stored on users' computers. The information generated relating to our website is used to create reports about the use of the website. Google will store this information. Google's privacy policy is available at: <http://www.google.com/privacypolicy.html>.

Our advertisers / payment services providers may also send you cookies.

We publish Google AdSense interest-based advertisements on our website. These are tailored by Google to reflect your interests. To determine your interests, Google will track your behavior on our website and on other websites across the web using the DART cookie. You can view, delete or add interest categories associated with your browser using Google's Ads Preference Manager, available at: <http://www.google.com/ads/preferences/>. You can opt out of the AdSense partner network cookie at: <http://www.google.com/privacy/ads/> or by using the NAI's (Network Advertising Initiative's) multi-cookie opt-out mechanism at: [http://www.networkadvertising.org/managing/opt\\_out.asp](http://www.networkadvertising.org/managing/opt_out.asp). However, these opt-out mechanisms use cookies, and if you clear the cookies from your browser your opt-out will not be maintained. To ensure that an opt-out is maintained in respect of a particular browser, you should use the Google browser plug-in available at: <http://www.google.com/ads/preferences/plugin>.

Most browsers allow you to reject all cookies, whilst some browsers allow you to reject just third party cookies. For example, in Internet Explorer (version 9) you can refuse all cookies

by clicking "Tools", "Internet options", "Privacy", and selecting "Block All Cookies" using the sliding selector. Blocking all cookies will, however, have a negative impact upon the usability of many websites, including this one.

## 22.MangoPay Terms of Use

### Framework Contract for Payment Services using MANGOPAY Electronic Money

This agreement is important and you should read it carefully. It creates a legally binding agreement between you (hereinafter referred to as "You" or the "User") and MANGOPAY S.A. (hereinafter referred to as the "Issuer") relating to the use of Electronic Money issued by MANGOPAY S.A. as a means of payment on the Website.

MANGOPAY S.A. is a public limited liability company incorporated under Luxembourg law, with a share capital of 2.000.000 euros. The Issuer is listed under number B173459 in the Luxembourg Trade and Companies Register. The Issuer is authorised to conduct its business in certain European Member States under the freedom of establishment, as an electronic money institution approved by the Luxembourg Financial Sector Supervisory Commission, whose address is at 110 route d'Arlon L-1150 Luxembourg and whose website is at: [www.cssf.lu](http://www.cssf.lu).

You can contact the Issuer at its registered offices, which are at 59 Boulevard Royal, L-2449 Luxembourg, or by email at: [legal@mangopay.com](mailto:legal@mangopay.com).

References hereinafter to the "Parties" are a reference to you and the Issuer.

### Warning

Please carefully read these General Terms and Conditions for the Use of Electronic Money and the Financial Conditions communicated to you on the Website before accepting them. The Framework Contract is concluded in English and all communication between the Issuer and You will be in English.

## 1. Definitions

For the purposes hereof, the words hereafter are defined as follows:

**Account:** Means an internal reference allowing the Issuer (i) to identify in its records each transaction involving the purchase, use and reimbursement of Electronic Money carried out on behalf of a User, and (ii) to determine the amount of Electronic Money available to the User at any time. The Account may under no circumstances be compared to a deposit account, a current account or a payment account.

**Banks:** Credit institutions that hold funds collected by the Issuer corresponding to the Electronic Money in circulation. The institutions selected are currently Barclays, Crédit Mutuel Arkéa and ING Luxembourg. The Issuer reserves the right to select any other credit institution based in a European Union Member State or in a State party to the agreement on the European Economic Area. The current list of the selected credit institutions is available upon request at MANGOPAY S.A.

**Business Day:** Means between the hours of 9am and 7pm on any calendar day, apart from Saturdays, Sundays and public holidays, in France, Luxembourg and in the host country

indicated in the Special Conditions, on which the payment infrastructures of all these countries and the Banks are open for business.

**Card:** The bank, payment or credit card used by the User to pay to the Issuer the purchase price of the Electronic Money. This card belongs to one of the following networks: Visa, MasterCard, CB, Amex.

**Distributor:** Means the entity whose contact information is stated in the Special Conditions and who operates the Website. The Distributor prepares, facilitates and advises its customers, for the purpose of concluding the Framework Contract through the Website. It assists the customers for the duration of their relationship with the Issuer within the context of carrying out Payment Transactions, including Purchases and Reimbursements of Electronic Money. To this end, the Distributor provides each User with a dedicated user service for Payment Transactions carried out hereunder. The Distributor does not collect funds apart from those agreed in the Financial Conditions.

**Electronic Money:** Means the monetary value available at any given time that represents a debt payable by the Issuer to the User. Electronic Money is issued by the Issuer in exchange for the User's delivery of the corresponding funds and constitutes a means of payment exclusively accepted by the Recipients. The Issuer stores the Electronic Money on its server in an Account opened for this purpose.

**Financial Conditions:** Means the document comprising all the fees paid by the User for the purchase, use and management of Electronic Money, as provided in the Special Conditions of Use.

**Framework Contract:** Means the General Conditions for the Use of Electronic Money and the Special Conditions for the Use of Electronic Money.

**General Conditions of Use of Electronic Money:** Means the present document.

**General Conditions of the Website:** Means the general conditions of use of the Website concluded between the User acting as a customer of the Website and the Distributor, including those conditions governing access to the Website.

**Issuer:** Means MANGOPAY SA, an issuer of Electronic Money licensed in Luxembourg by the Financial Sector Supervisory Commission under reference n°3812 and entitled to conduct business in the host country indicated in the Special Conditions. The Issuer is on the list of electronic money institutions available at <http://supervisedentities.cssf.lu/index.html?language=fr#Home>.

**Login:** Means the data required for the Issuer to identify a User in order to carry out a Payment Transaction, consisting of a user name (valid email address).

**Order:** Means the instruction given by the User to the Issuer in accordance with the procedure specified in the Framework Contract, for the purpose of carrying out a Payment Transaction and/or Reimbursement.

**Payment Page:** Means the secure page provided by the Issuer's electronic banking provider.

**Payment Transaction:** Means the transfer of Electronic Money to the User's designated Recipient on the Website.

**Recipient:** Means the recipient of Electronic Money, being any natural or legal person acting on their own behalf, selected by the User from among the clients of the Website, who

receives Electronic Money as part of a Payment Transaction. Any Recipient can also become a User upon acceptance of the Framework Contract, subject to the Issuer's prior approval. In certain cases, the Recipient may also be the Distributor, in accordance with the Special Conditions.

**Reimbursement:** Means the transfer by the Issuer upon an Order from the User, of cashless payments corresponding to all or part of the available Electronic Money held by him/her, less any costs due.

**Special Conditions of Use of Electronic Money:** Means the form to be filled out by the User on the Website containing his/her personal data and the applicable Financial Conditions for Electronic Money.

**User:** Any natural or legal person acting on their own behalf and holding Electronic Money registered in an Account opened in their name, in order to carry out one or more Payment Transactions. 3

**Website:** Means the website operated by the Distributor with the aim of selling goods or services to Users or to establish links between Recipients and Users. The address of the relevant Website is indicated in the Special Conditions.

## 2. Purpose

These General Conditions of Use of Electronic Money set out the conditions under which the Issuer will provide You with a means to pay the Recipients that you choose through the Website.

The proposed means of payment must be consistently prepaid by the User and will not be subject to any advance, credit or discount. It is based on the Electronic Money issued and managed by the Issuer.

The Issuer has authorised the Distributor to offer this means of payment to customers of the Website, to facilitate the conclusion thereof and to assist the Users for the duration of their relationship with the Issuer.

These General and Special Conditions of Use of Electronic Money constitute the whole Framework Contract entered into between the Parties regarding the issue, use and management of the Electronic Money issued by the Issuer. The User can, at all times and without any supplemental fees, obtain a copy of these documents on the Website. Only the Framework Contract shall be valid in case of any dispute between the parties.

## 3. User Registration

### 3.1 Necessary preconditions for User registration

Any natural person of at least 18 (eighteen) years of age, with capacity to enter into legally binding contracts, as well as any legal person, resident of or registered in a European Union Member State or in a State party to the agreement on the European Economic Area or an equivalent third country that imposes the equivalent requirements regarding money laundering and the financing of terrorism, can request to open an Account, provided that they are a customer of the Website.

The User, a natural person, will be deemed to be acting exclusively for non-professional purposes.

### 3.2 Registration procedure and procedure for opening an Account

You must provide the Distributor with:

- your surname, name, email address, date of birth and nationality (for natural persons); or
- the name, corporate form, capital, head office address, business description, identities of associates and executives, as well as a list of beneficial owners as defined by the regulations (for legal persons),

if the Distributor is not already in possession of this information.

You must indicate a Login, consisting of a User name and a password, or connect via your Facebook account. You are solely responsible for the use of your Login and maintaining the confidentiality of your Login. You agree not to use the Account, name or Login of another User at any time, or to disclose Your Login to a third party.

You must protect the secrecy of your Login and password at all times and never disclose it to another person. You must take reasonable steps to keep Your Login and password safe and prevent fraudulent use of Your Account. For example, You should keep information relating to Your Account in a safe place, You should not write down your Login and password and You should take care to ensure that other people do not oversee or hear you using your Login and password.

You agree to immediately inform the Distributor in the event that You suspect any unauthorised use of Your Account or Login.

The Issuer reserves the right to immediately suspend or withdraw Your right to make Payment Transactions where: the Issuer has reasonable grounds to believe that there may be a breach in the security of your Account, the Issuer suspects unauthorised or fraudulent use of Your Account or the Issuer is required by law. If the Issuer decides to take such action, the Issuer will notify You in advance, except where this is not possible, in which case the Issuer will inform You at the earliest opportunity. The Issuer will not inform You if it would compromise its reasonable security measures or is otherwise unlawful. If the reasons for the Issuer's actions cease to exist, the Issuer will reinstate Your Account or issue You with new account details as soon as practicable.

After carefully reading the Framework Contract, You must accept it in accordance with the terms specified on the Website and must provide all information and relevant documents requested by the Distributor. By accepting the terms of the Framework Contract, You agree that the Distributor may transmit Your application to register as a User to the Issuer, together with all supporting documents received.

Only the Issuer can accept the Your registration as a User and open an Account in Your name. The Distributor will notify You if the Issuer accepts Your registration in accordance with the terms specified on the Website.

The Issuer may, without stating reasons and with no right to compensation to You, refuse an application to register as a User and to open an Account. You will be notified of this refusal by the Distributor in accordance with the terms specified on the Website.

In addition, the Issuer reserves the right to ask You, before any registration and at any point in the duration of the Framework Contract, for supplementary information and identification

data for the purposes of identity checks, as well as any supporting documents that the Issuer may deem necessary.

You confirm upon submission of Your request to register to the Distributor and throughout the duration of the Framework Contract that:

- (a) (if You are a natural person) You are at least 18 (eighteen) years old;
- (b) You are legally competent to enter into this agreement;
- (c) You are acting on your own behalf and not for any other person; and
- (d) all information that You provided during registration is true, accurate and up-to-date.

### 3.3 Account use limitations

At the Issuer's discretion, a User who has not provided all the required documents as listed below may be expressly authorised by the Issuer to use his/her Account for the purchase of goods or services up to a limit of 2,500 Euros of Electronic Money held by a User within the same year, provided that this Electronic Money has not been subject to requests for reimbursement exceeding 1,000 Euros per year.

Upon receipt of all the documents listed below and provided that they are deemed satisfactory by the Issuer, the User may initiate reimbursements exceeding 1,000 Euros per year and hold an amount of Electronic Money exceeding 2,500 Euros per year. These Reimbursements will only be granted if the purchase or Reimbursement of Electronic Money is carried out to or from an account opened in the User's name with a payment services provider established in a European Union Member State or in a state party to the agreement on the European Economic Area or in a third country that imposes equivalent requirements regarding money laundering and the financing of terrorism.

The documents required for any User who is a natural person in accordance with the above are as follows:

- A copy of an official and valid identity document<sup>1</sup>
- And, on request, a proof of residence which is less than 3 months old.

<sup>1</sup> Inside the EEA : passport, national identity card, driving licence, resident permit from third-country nationals in the European Union Outside the EEA: passport is compulsory, driving licence for USA and Canada accepted

The documents required for any User who is a legal person in accordance with the above are as follows:

- An original or copy of an extract of the official register, less than three months old and stating the name, legal form, head office address and the identities of associates and executives;
- A certified copy of the statutes and any decisions appointing the legal representative
- a copy of the legal representative's identity document<sup>1</sup>



<sup>1</sup> Inside the EEA : passport, national identity card, driving licence, resident permit from third-country nationals in the European Union Outside the EEA: passport is compulsory, driving licence for USA and Canada accepted

It is expressly provided that the Issuer retains the right to request at any time additional documents regarding the User, the Recipient, the beneficial owner or any Payment Transaction or Reimbursement.

The Recipient is considered to be the recipient of the funds that have been transmitted by the User. Where appropriate, the Recipient agrees to provide his/her email address, date of birth and nationality, as well as the postal address of the person to whom the Recipient will pay the funds.

### 3.4 Communication between us

The Issuer will contact You using the contact details You provided when You opened Your Account, or any updated contact details You have provided to the Issuer. It is Your responsibility to update the Issuer with any new contact information, including a change in address. The Issuer will send any correspondence to most recent email address or postal address You have provided to the Issuer for Your Account. You must advise the Issuer promptly of any change to Your contact details in the interests of security (including name or address) and provide appropriate supporting evidence required by the Issuer.

You can contact the Issuer by telephone call to the customer service department of the Distributor at the number indicated in the Special Conditions. All contact should initially be directed through the Distributor. If You wish to contact the Issuer directly, please email [legal@mangopay.com](mailto:legal@mangopay.com)

## 4. Operation of the Account

### 4.1 Purchase of Electronic Money

Electronic Money can be purchased by Card (or any other means accepted by the Issuer), in one or more instalments.

To carry out such a transaction, You must Login to the Website and place a money transfer order via the dedicated Payment Page. For any payment, You may be asked to enter a single-use code on the Payment Page, which You will receive on Your mobile phone. By using the Payment Page and, where applicable, entering the single-use code, You are giving Your consent to the Payment Transaction.

The Issuer may refuse any payment at its sole discretion and without giving rise to any right to compensation. The transaction is carried out by Your Card issuer. Any dispute concerning such transfer must be notified to Your Card issuer. The Issuer is not entitled to cancel such a transfer. Notwithstanding the foregoing, You may receive a Reimbursement of Electronic Money in accordance with article 4.4.

The registration of Electronic Money in the User's name is subject to the actual receipt of funds by the Issuer less the costs agreed in the Financial Conditions.

In the event that the transfer of funds is cancelled by the Card issuer following a dispute, for whatever reason, the Issuer may, upon receipt of the information, suspend or cancel any Payment Transaction, close the Account concerned, debit, at any time, the Account for the amount of Electronic Money corresponding to the funds of the cancelled transfer and recover the amount due from the User by any means.

## 4.2 Functioning of the Account

The Electronic Money is stored for an indefinite duration on the User's Account by the Issuer under the agreed Financial Conditions.

The Electronic Money purchased is credited to the User's Account, following the receipt of the funds transferred by Card (or any other means accepted by the Issuer). The amount to be credited is equal to such funds less the corresponding costs as provided in the Financial Conditions.

Upon the User's Order, the Electronic Money corresponding to the amount of the Payment Transaction or Reimbursement is debited from its Account and the related costs, as provided in the Financial Conditions.

The Issuer is entitled, at any time, to reimburse an amount of available Electronic Money on the Account equal to the charges due and payable, as provided in the Financial Conditions.

The amount of Electronic Money available on the Account is automatically adjusted based on the Orders transmitted to the Issuer (or in the process of being transmitted), the Electronic Money issued, any charges due and payable and any cancellation of one of the aforementioned transactions hereunder.

## 4.3 The use of Electronic Money to carry out a payment Transaction

Before transmitting an Order, the User must be sure to have a sufficient amount of Electronic Money available to cover the Payment Transaction amount and the related costs as agreed in the Financial Conditions.

Where appropriate, the User must acquire a sufficient amount of Electronic Money in accordance with article 4.1 before an Order can be legitimately transmitted to the Issuer for execution. The Electronic Money may be issued and stored by the User, provided that the corresponding funds are duly received by the Issuer. The Electronic Money may in no way be issued on the basis of a credit granted to the User.

As such, if the amount of available Electronic Money, at the date of execution of the Order by the Issuer, is lower than the amount of the Payment Transaction (fees included), the Order is automatically refused by the Issuer. The information about this refusal is made available to the User on the Website. This refusal may give rise to additional fees in accordance with the Financial Conditions.

The transmission terms of an Order by the User are as follows:

When carrying out a Payment Transaction, the User logs on to the Website by entering his/her Login and password or by connecting through his/her Facebook account. The User completes the relevant form on the Payment Page and, where appropriate, provides the supporting documents requested by the Issuer. The form should include the following components: the Payment Transaction amount; the currency, which may only be the currency of the Electronic Money; the details required to identify the Recipient; the date of execution of the Order; and any other required information. The User then gives his/her consent to the Order and the Order becomes irrevocable when the User clicks on the validation tab on the form. The User then receives a confirmation email on a date referred as the 'Date of Receipt'.

In certain cases, the User may fill in a single form containing the purchase of Electronic Money as provided in article 4.1 and an Order in compliance with the previous paragraph.

## Execution of the Order

The Electronic Money is debited from the User Account to be credited to the Recipient Account, following the User instructions. As such, the Recipient may open an Account in accordance with article 3.2 in order to receive the Electronic Money if he/she is not already a User. Where appropriate, the funds corresponding to the Electronic Money transferred to the Recipient can be directly reimbursed to a bank account or a payment account opened in the name of the Recipient upon the receipt by the Issuer of the relevant account details. For this purpose, the Recipient must provide the IBAN number and SWIFT code of his/her bank or payment account as well as his/her address. This account must be opened by a bank or a payment institution, based in a European Union Member State or in a State party to the agreement on the European Economic Area.

It is agreed between the Parties that the Payment Transaction will be executed, at the latest, on the next Business Day following the Date of Receipt if the Recipient has an Account. If the Recipient does not have an Account, the Payment Transaction will be executed as soon as an Account is opened or on the date the Issuer receives the bank or payment account details of the Recipient to whom the funds are due.

If the Date of Receipt is not a Business Day, the Issuer will be deemed to have received the Order on the following Business Day.

### 4.4 Transmission and execution of an Order for Reimbursement

When the User wishes to transmit an Order for Reimbursement, the User identifies him/herself on the Website by indicating his/her Login and password or by connecting through his/her Facebook account. The User completes the relevant form on the Payment Page and, where appropriate, provides the supporting documents requested by the Issuer. The form must contain the following components: the Reimbursement amount, the currency, which may only be the currency of the Electronic Money, the date of execution of the Order and any other required information. The User then gives his/her consent to the Order and the Order becomes irrevocable when the User clicks on the validation tab on the form. The User then receives a confirmation email on a date referred as the 'Date of Receipt'.

The Reimbursement of electronic money purchased by Card by a User will occur by crediting the Card used by the User to purchase such Electronic Money.

Where applicable, the Reimbursement will be carried out by money transfer to the bank account or payment account of the User (using the details for the relevant bank account or payment account already provided by the User to the Issuer ('Date of Notification')). It is agreed between the Parties that the Reimbursement will be carried out, at the latest, on the next Business Days following the Date of Receipt or the Date of Notification as appropriate. If the Date of Receipt is not a Business Day, the Issuer will be deemed to have received the Order on the following Business Day.

### 4.5 Withdrawal of an Order

An Order may not be withdrawn by the User after the date on which it is deemed irrevocable as indicated above.

## **5. Login objection, Transaction dispute and Reporting**

### 5.1 Login objection

The User must inform the Distributor of the loss or theft of his/her Login, or misuse or unauthorised use of his/her Login or data as soon as he/she becomes aware of this fact in order to request that the Login be blocked. Such a declaration should be made:

- by telephone call to the customer service of the Distributor at the number indicated in the Special Conditions;

or

- directly by email through the contact form available on the Website.

On receipt of the notification, the Issuer, through the Distributor, will immediately block Your Account. The event will be recorded and time stamped. A time stamped objection number will be communicated to the User. A written confirmation that Your Account has been blocked will be sent to You by the Distributor by email. The Issuer is responsible for the file at an administrative level and retains all the data for 18 (eighteen) months. Upon written request by the User and before expiration of such a deadline, the Issuer will communicate a copy of this objection.

The Issuer and Distributor shall not be held liable for the consequences of any request to block Your account that is made by a person who is not the User.

An objection request is deemed to be made at the date and hour of its actual receipt by the Distributor. In case of theft or fraudulent use of the Login, the Issuer is entitled to request, through the Distributor, [a receipt or a copy of the complaint][information about the circumstances leading to the alleged theft or fraudulent use from the User who undertakes to respond as soon as possible.

## 5.2 Transaction Dispute

For any claim concerning Payment Transactions or Reimbursements executed hereunder by the Issuer, the User is advised to consult the customer service department of the Distributor or the address indicated for this purpose in the General Conditions of the Website.

If You notify the Issuer that the Issuer has incorrectly executed an Order, the Issuer will refund the amount of the incorrectly executed Payment Transaction and the Account will be restored to its former state before the receipt of the Order without undue delay. The Order is then resubmitted correctly.

A User who wishes to dispute a Payment Transaction not authorised by him/her shall contact the customer service department of the Distributor by telephone (contact details shown on the Website) as soon as possible after becoming aware of the anomaly and within 13 months of the date of the Account registering the Payment Transaction. After validation of the legitimacy of the request, the Issuer will immediately arrange for the refund of the amount of the unauthorised Payment Transaction and restore the Account to the amount it would contain if the disputed transaction had never been executed, including any interest and related charges.

In the event of loss or theft of Your security information (Login and password), or where You have failed to keep your security information safe, You may be responsible for unauthorised transactions carried out before notification of the dispute, up to a maximum of 50£. However, You may be responsible for a greater amount if You have acted fraudulently, have not used your Account in accordance with the Framework Contract or otherwise through Your fault. Except where You have acted fraudulently, You will not be responsible for any losses incurred in respect of unauthorised Payment Transactions arising after you have notified the Issuer of the lost, theft, misappropriation or authorised use of your Account details.

The User may dispute an authorised transaction whose exact amount is undefined or those whose final amount is not that which he/she could have reasonably expected taking into account his/her profile, previous expenditures and the Framework Contract conditions. This request must be submitted to the Issuer within 8 weeks of the execution of the Order on the Account. The Issuer must reimburse the User within a period of 10 Business Days after receipt of the request, if the latter proves justified, taking into account applicable laws, and whether the request consists of all the components necessary for examination by the Issuer. The Issuer reserves the right to refuse such a reimbursement, which will be explained and notified to the User. The latter will provide the necessary information in order to determine the circumstances of the Payment Transaction. The Issuer reserves the right not to reimburse the fees resulting from the Payment Transactions concerned. The fees indicated in the Special Conditions may be collected in the case of a non-justified Payment Transaction dispute.

### 5.3 Reporting

The User may access, at any time, on its personal page on the Website, the indicative amount of Electronic Money available on his/her Account.

The User has, on his/her personal page on the Website, a statement of Payment Transactions carried out on the Account. The User is advised to pay careful attention to the list of these Transactions.

The Issuer shall make available to the User upon written request a monthly statement of the Account, covering the 13 previous months.

## 6. Amendment of the Contract

The Issuer reserves the right, at any time, to amend the General Conditions of Use of Electronic Money. Such amendments will be sent by email to all Users at least two (2) months' before they take effect.

If You are not happy with any amendments that the Issuer plans to make to the General Conditions of Use of Electronic Money, You can terminate the General Conditions of Use of Electronic Money immediately and without paying a charge. If You do not end the General Conditions of Use of Electronic Money before the proposed amendments take effect, the Issuer will consider that You have agreed to the amendments. The relationship between the Parties after the date the amendments come into force shall be governed by the new version of the General Conditions of Use of Electronic Money.

It is therefore important that the User reads his/her emails and regularly reads the General Conditions of Use of Electronic Money available on the Website at any time.

## 7. Security

The Issuer undertakes to provide its services in accordance with the applicable and professional laws and regulations. In particular, the Issuer will make every effort to ensure the security and confidentiality of the User's data, in compliance with current regulations in force.

The Issuer reserves the right to temporarily suspend access to the Account on line for technical, security or maintenance reasons, without these operations being eligible for any compensation. The Issuer will limit this type of interruption to a necessary minimum.

The Issuer cannot, however, be held liable to the User for possible errors, omissions, interruptions or delays produced by the Website resulting in an unauthorised access to the latter. Nor can the Issuer be held liable for thefts, destruction or unauthorised communications of data arising from unauthorised access to the Website. In addition, the Issuer will not be involved in the existing legal relationship between the User and the Recipient of the Payment Transaction. The Issuer cannot be held liable for faults, wilful default or negligence of the User or Recipient towards each other.

The Distributor is solely responsible for the security and confidentiality of the data exchanged within the framework of the use of the Website, in accordance with the General Conditions of the Website. The Issuer is responsible for the security and confidentiality of the data that it exchanges with the User within the context of these General Conditions of Use of Electronic Money in respect of the creation and management of the Account, as well as the Payment Transactions associated with the Account.

## **8. Limitation of Issuer liability**

The Issuer will not intervene in any way in the legal and commercial relationships and any litigation arising between the Recipient and the User. The Issuer has no control over the compliance, security, legality, characteristics and appropriateness of the products subject to a Payment Transaction. In this respect, it is up to the User to obtain all useful information before proceeding to the purchase of a product or service, the collection of funds or any other transaction, in full knowledge of all the considerations involved. Any transaction carried out by the User gives rise to a contract directly formed between him/her and the Recipient(s) with whom the Issuer has no contact. The Issuer cannot, under any circumstances, be held liable for the non-performance or poor execution of obligations that may result, or possible damages caused to the User in this respect.

If the Issuer fails to comply with the Framework Contract, the Issuer is responsible for any loss or damage You suffer that is a foreseeable result of the Issuer breaching this contract or failing to use reasonable care and skill when providing its services under the Framework Contract, but the Issuer is not responsible for any loss or damage that is not foreseeable or which is not caused by its failures. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the Issuer and You knew it might happen.

You acknowledge and agree that the Issuer will not be responsible to You for any loss or damage You suffer in connection with the use of the Issuer's service where such loss or damage is caused by Your acts or omissions or by those of a third party including, but not limited to:

- (a) Your failure to provide the Issuer with accurate, complete and up to date information; or
- (b) You losing or allowing third parties to gain access to your Login and password.

The Issuer will take reasonable care to ensure that any data it holds in relation to You and Your Accounts is secure. However, You acknowledge and agree that a service provided via the internet cannot be completely secure and the Issuer will only be responsible to You for loss or damage to Your data to the extent that it is caused by the Issuer's failure to take such reasonable care.

Whilst the Issuer will use its reasonable efforts to make sure that its service is available to You when You want to use it, the Issuer makes no promise or guarantee that its service will

be uninterrupted or error free and the Issuer will not be responsible to You for such errors or interruptions.

The Issue will not be responsible to You for any loss of profit, loss of business, business interruption or loss of business opportunity.

## **9. User Commitments**

The User guarantees that no part of its profile on the Website will harm the rights of third parties or is contrary to the law, to public order or to accepted principles of morality.

The User undertakes not to:

- Execute the Framework Contract in an illegal manner or in conditions that are likely to damage, deactivate, overload or impair the Website;
- Assume the identity of another person or entity, falsify or conceal his/her identity or age, or create any false identity; or
- Disseminate personal data or information concerning a third party, such as postal addresses, telephone numbers, email addresses, bank card numbers etc.

In the event of User default, the Issuer reserves the right to take any appropriate measures in order to stop the relevant actions. The Issuer will also be entitled to suspend and/or block access to the Account.

## **10. Duration and Termination**

The Framework Contract is concluded for an unlimited period. It is applicable from the date of receipt by the User of the email from the [Issuer] confirming his/her registration with the [Issue].

The User can terminate the Framework Contract at any time on 30 (thirty) calendar days' advance notice to the Issuer. The Issuer can terminate the Framework Contract at any time on two months' advance notice to the User.

Such termination shall also constitute the termination of the entire Framework Contract and consequently the closure of the Account.

To terminate the Framework Contract, the terminating Party shall transmit a notice of termination to the other Party by registered letter with proof of delivery to the postal address indicated in the Special Conditions.

The User shall indicate his/her bank or payment account details in the termination letter enabling the Issuer to reimburse him/her with the available Electronic Money. In the absence of such information, the Issuer shall follow the Reimbursement instructions entailing the Reimbursement by credit to the Card used for the purchase of Electronic Money. The Issuer has no further obligations after having confirmed with the User the transfer to the bank account indicated or the credit to the Card of the amount of the Electronic Money.

In the event of gross default, fraud or lack of payment on the part of the User, the Issuer reserves the right, without cause or prior notice, to suspend or terminate these conditions by sending an email accompanied by a registered letter with proof of delivery.

In the event that a successor to the Issuer is nominated to issue the Electronic Money distributed on the Website, it is the responsibility of the Distributor to obtain the User's express written consent to this change, about the amount of Electronic Money available and to indicate the arrangements for the transfer of funds corresponding to the available Electronic Money to the Issuer.

It is envisaged that the Framework Contract will be automatically terminated in the event of new circumstances affecting the ability of one Party to commit to these conditions.

## **11. Right of Cancellation**

The User has a period of 14 (fourteen) calendar days to cancel the Framework Contract, without having to either justify any reason or sustain any penalty. This deadline for cancellation shall start from the day of the User's registration.

The User must notify its decision to cancel within the prescribed deadline to the Distributor's customer service department by telephone or email and send a letter of confirmation to the address of the customer service department of the Distributor. In respect of the exercise of a right of withdrawal by the User, the Framework Contract will be cancelled without any fees charged to the User.

In the event that a User has already benefited from the service and is in possession of Electronic Money at the date of the withdrawal, he/she must transmit his/her bank account details to the Distributor in order to allow the Issuer to reimburse the User with Electronic Money.

## **12. Anti-money laundering and terrorism financing**

The Issuer is subject to applicable legislation regarding the combating of money laundering and the financing of terrorism. As a result, the Issuer must obtain information from any User, for any transaction or business relationship, of the origin, purpose and destination of a transaction or opening of an Account. In addition, the Issuer must take all the steps necessary to identify the User and, where appropriate, the Recipient owner of the Account and/or any Payment Transactions linked to the Account.

The User recognises that the Issuer can, at any time, stop or delay the use of a Login, access to an Account or the execution of a Payment Transaction or a Reimbursement in the absence of sufficient information pertaining to its purpose or nature. He/she is informed that a transaction carried out within the framework of these conditions may be subject to the national financial intelligence unit's right to disclosure.

The User can, in accordance with the legislation, access all of the information disclosed, provided this right to access does not undermine the purpose of the fight against money laundering and terrorism financing of terrorism, where this data concerns the applicant. No prosecutions or civil liability actions can be brought or any professional sanction taken against the Issuer, its managers or employees who have reported their suspicions in good faith to the national authority.

## **13. Personal data and professional secrecy**



The User's personal data provided in connection with the opening of the Account, is used by the Issuer for the purposes of managing his/her Account, Payment Transactions and Reimbursements.

The User agrees that his/her contact details and personal information obtained by the Issuer in connection with the Framework Contract may be transmitted to operational providers, with whom the Issuer has a contractual relationship, with the sole purpose of executing Payment Transactions and providing the services under the Framework Contract, provided that these third party recipients of personal data are subject to regulations guaranteeing a sufficient level of protection. The list of the third party recipients of the User's data is available upon request from the Issuer's compliance manager at the following address: [legal@mangopay.com](mailto:legal@mangopay.com). This information is stored by the Issuer or by any company authorised to do so in accordance with legal and regulatory rules.

The User will be informed prior to any transfer of his/her personal data outside the European Union. In such a case, the Issuer undertakes to respect the regulations in force and to put in place any measure necessary in order to guarantee the security and confidentiality of data transferred in such a way.

Certain information collected and held by the Issuer thereunder may give rise to the rights of access and correction. Any User may, at any time, obtain a copy of the information pertaining to him/her upon request addressed to the Issuer's customer correspondent at the following address: [legal@mangopay.com](mailto:legal@mangopay.com). He/she may request the deletion or correction of this information by letter to the Issuer at the address found at the beginning of this document. The User may, at any time, object to receiving commercial solicitations, amend his/her contact details or object to their disclosure by sending a notification by registered mail or e-mail to the customer service address of the Issuer.

The Issuer will store the personal information and data for a maximum legal or regulatory period applicable depending on the purpose of each type of data processing. The conditions for the collection, possession and access to personal data obtained by the Distributor and under his/her responsibility in terms of accessing the Website, are governed by the General Conditions of the Website as well as the privacy policy, which is available on the Website.

## **14. Inactive Accounts**

Any Account that is inactive for a period of 12 (twelve) months will receive a notification of inactivity by email from the Issuer followed by a reminder a month later.

If there is no response or use of available Electronic Money within this period, or in the event of the death of the User, the Issuer may close the Account and keep it active for the sole purpose of the Reimbursement of Electronic Money. The right of Reimbursement may be subject to time limits pursuant to the law of the residence of the User, with such time limits starting from the last transaction on the Account. In the event of death, the Electronic Money can only be reimbursed to the User's assignee.

An Account that has been closed will not permit the further use of Electronic Money.

## **15. Events Outside The Control of a Party**

Neither Party will be liable or responsible for any failure to perform, or delay in performance of, any of their obligations under the Framework Contract that is caused by an Event Outside The Control of a Party.

An Event Outside The Control means any act or event beyond a Party's reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

## **16. Independence of contractual provisions**

If any of the provisions of the Framework Contract is held invalid or unenforceable, it shall be deemed deleted and will not invalidate the other provisions.

If one or more of the provisions of the Framework Contract lapses or is declared as such under any law or regulation or following a final decision of a court of competent jurisdiction, the other provisions will retain their binding force and scope. The provisions considered null and invalid would then be replaced by provisions closest in scope and meaning to those initially agreed.

## **17. Protection of funds**

The collected funds are protected against any claims from other creditors of the Issuer, including in the event of enforcement proceedings or insolvency proceedings against the institution.

The User's funds are deposited at the end of each Business Day into an account opened with a Bank and are ring fenced by the Bank.

## **18. Non-transferability**

The Framework Contract cannot be subject to a complete or partial transfer by the User, whether against payment or free of charge. It is therefore forbidden to transfer to a third party any rights or obligations that the User owns hereunder. In the event of breach of this prohibition, in addition to the immediate termination hereof, the User may be held liable by the Issuer.

## **19. Fees**

The services offered hereunder are charged by the Distributor on its behalf and on the behalf of the Issuer in accordance with the Financial Conditions.

The Fees due by a User to the Issuer may be paid with available Electronic Money (stored on the User Account) reimbursed at the Issuer sole discretion.

## **20. Agreement of proof**

All data held in a permanent, reliable and secure manner in the computer database of the Issuer relating, in particular, to Orders and confirmations received by the User, notices sent, access, withdrawal and Reimbursement will prevail between the parties until proven otherwise.

## **21. Complaints and arbitration**

The User is invited to send any complaint to the customer relations service indicated in the Special Conditions and on the Website.

Any complaint other than as provided in article 5.2 concerning the conclusion, execution or termination of the Framework Contract and services for the issue and management of Electronic Money shall be notified by email (and without any failure or undeliverable messages) to the following address: [legal@mangopay.com](mailto:legal@mangopay.com)

If the User believes that the response provided is unsatisfactory, or in the absence of a response within one month after sending the email, he/she may refer the complaint to the Luxembourg Financial Sector Supervisory Commission by post at 110 route d'Arlon L-1150 Luxembourg or by email: [direction@cssf.lu](mailto:direction@cssf.lu).

## **22. Applicable law and competent jurisdiction**

The Framework Contract is governed by the laws of England and Wales. You and the Issue agree to submit to the non-exclusive jurisdiction of the English courts. However, if You are a resident outside England, You may also bring proceedings in Your local courts.