

# MOGLI'S GENERAL TERMS & CONDITIONS

**By using the MOGLI app, you agree to these General Terms & Conditions.**

In line with Swiss laws and regulations we inform our clients explicitly that there is no deposit protection scheme in place for any amounts deposited with our MOGLI application by the Swiss Government or any other official institution or public insurance. We are not licensed to grant loans or pay interest on the deposited amounts and are not supervised by the FINMA.

We make you aware that you agree and confirm that you are responsible for your own cyber-security, that we have to identify you according to the applicable anti money laundering rules of Switzerland and that our app is charging you either a monthly fee and/or transactions fees and/or service based fees.

MOGLI does not warrant that the MOGLI Services will be uninterrupted or error free. MOGLI shall not be responsible for any service interruptions, including, but not limited to, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of MOGLI Transactions or the MOGLI Services. Transactions are executed on your behalf and at your risk.

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## 1. FRAMEWORK AGREEMENT

- 1.1 These General Terms & Conditions (GT&C) constitute a framework agreement, which sets out the GT&C between you and TM2 Treasury (CH) GMBH entering into business or transaction(s) using any MOGLI services. Before you benefit from any MOGLI services you are required to:
  - A. Read these GT&C and tick the box confirming the accuracy of the information you provided and your agreement with these GT&C; and
  - B. Provide us with such documentation, photographs and information as we may reasonably request to comply with our regulatory obligations at the different levels of our AML (Anti-Money Laundering) / KYC (Know-Your-Customer) identification process.
- 1.2 These GT&C incorporate the Website GT&C, the Cookie Policy, the Privacy Policy, the Website Acceptable Use Policy, the Mobile application GT&C and any supplements by this reference. By accepting these GT&C, you are deemed to have accepted the terms and conditions of our third-party service providers including but not limited to, for the avoidance of doubt, the relevant Cardholder GT&C.
- 1.3 Once you have completed the above and you have passed our internal checks; we shall make the Mogli eWallet available to you.
- 1.4 You confirm that you have provided the correct Information during the process of creating a Mogli eWallet Account. You undertake that, if your details change, you will notify us immediately. You shall bear any losses that occur due to the submission of invalid, outdated, otherwise expired, incorrect or inaccurate Information.

## 2. REGULATORY INFORMATION

- 2.1 These GT&C are between you (the "User", "you" or "your") and TM2 Treasury (CH) GMBH. ("Mogli", "we", "us" or "our"). TM2 Treasury (CH) GMBH is a company incorporated in Switzerland, whose registered office and head office is at Heusserstrasse 14, 8634 Hombrechtikon. Mogli is the issuer of electronic money in your Mogli eWallet Account and performs the payment services related to your Mogli eWallet account. Mogli is regulated by the Swiss Financial Market Supervisory Authority's (FINMA) for anti-money laundering (AML) purposes.
- 2.2 Prepaid cards are distributed by TM2 Treasury (CH) GMBH on behalf of carefully selected independent card issuers, who themselves are regulated by the relevant regulatory bodies of their own country. Each card issuer provides its own Cardholder Terms and Conditions.
- 2.3 According to Swiss law we have to inform our clients explicitly that there is no deposit guarantee in place by the Swiss Government or by any other official institution or public insurance, neither on the amounts deposited with our app nor on issued prepaid card(s), but client deposits are held on accounts separate from the company's funds. We also have to inform our clients that we are not allowed to grant loans or pay interest on the deposited amounts.
- 2.5 These Terms and Conditions are separate and independent from the cardholder terms, which govern your use of your prepaid card(s).

### 3. COMMENCEMENTS, TERMS AND YOUR MOGLI ACCOUNT

- 3.1 These GT&C shall commence on the day that Mogli confirm to you via the Mobile App or via written electronic communication that your Mogli Account has been approved and shall continue until terminated in accordance with Clause 33 (Amendments to these GT&C) and/or Clause 35 (Termination).
- 3.2 Your Mogli Electronic Money Account is an account in which Electronic Money, which Mogli has issued to you in exchange for receiving money from you or on your behalf, is stored. The Electronic Money in your Mogli Electronic Money Account may be used by you to enter into:
- eWallet Transactions;
  - Purchase of products and services;
  - Prepaid Card Transactions.
- 3.3 At any given date and time, you may be required to provide additional information to us to be able to use all of the functionalities available.
- 3.4 When we hold Electronic Money for you, us holding the funds corresponding to the Electronic Money is not the same as a Bank holding money for you in that: (a) we cannot and will not use the funds to invest or lend to other persons or entities; (b) your Electronic Money will not accrue interest; and (c) your Electronic Money is not covered by the Financial Services Compensation Scheme. The funds corresponding to Electronic Money will be held in one or more segregated bank accounts separately from our own funds, in accordance with the provisions of the FINMA.
- 3.5 You are able to store multiple currencies in your Mogli Electronic Money Account. The currencies available for Foreign Exchange (FX) are subject to change.
- 3.6 We may stop your access to the Mogli eWallet and/or the Card on reasonable grounds relating to:
- the security of the Mogli eWallet or the Card;
  - the suspected unauthorised and/or fraudulent use of the Mogli eWallet or the Card.

If we do stop your access in such instances, we will inform you via the Mobile App or via electronic communication and direct you to our customer services team.

### 4. SUBSCRIPTION/MEMBERSHIP SERVICES

- 4.1 As a User:
- we shall provide you with a subscription service; and
  - we will charge you the Subscription Fees,
  - you can find more information on fees and subscription Services in Schedule 2 of these GT&C.

Payment for Services and for inactive status4.2 Unless you notify us in written before the next due date of your Subscription Fee that you want to cancel your Subscription, we will automatically charge you the then-applicable periodic Subscription Fees using your preferred payment method.

- 4.3 If your preferred payment method becomes invalid during your subscription period, or if the charge is refused for any other reason outside our control, you authorise us to use any other payment method we have on file in your Mogli Account, in accordance with

clause 17 (Your Balance and Negative Balances). If your usual Mogli account has no balance to pay for the fees we are specifically authorised to charge your bank accounts, Mogli accounts and your Prepaid Card. If all of your payment methods on file are declined or we are unable to exercise our right of set-off in accordance with Clause 22 (Our Right to Set-Off), you must provide us with a new eligible payment method within 30 days or your Subscription will be cancelled.

Accounts for which fees are overdue for more than 30 days can be removed or closed without any further approval from the client side. Removed, closed, settled or deleted does not mean that our duty to store your data for legal reasons for at least 10 years is in anyway waved.

4.4 The Subscription Fees are non-refundable except as expressly set forth in these GT&CGT&C.

4.5 You may cancel the monthly renewal of your subscription at any time by contacting our customer support team via electronic communication at support@mogli.app. The cancellation period is minimum one calendar month i.e. effective always as per end of the calendar month. This means the cancellation will be effective by end of the month that is following the month in which you made your cancellation. For example you cancel on the June 20<sup>th</sup> your cancellation will be effective by end of July. The Prime fee is due until end of July when your cancellation becomes effective.

The services and fees related to your subscription are outlined in schedule 2 at the end of the GT&C.

Acceptance of membership

4.8 We reserve the right to accept or refuse your membership, to the extent permitted by applicable law.

4.9 Upon acceptance of your membership, subscription fees will be charged to your account for the month in which you have signed up regardless if you used our app or not.

## 5. THE MOGLI eWallet

5.1 The eWallet is our portal where you can, among other things:

- perform transfers in different currencies via your eWallet, to a bank (IBAN number), a Post Office a Mogli merchant or TM2 Treasury (CH) GMBH;
- perform Top-Ups via Bank or a registered card;
- exchange money;
- define recurring Bank transfers;
- review and accept or decline Instant Transfers;
- verify your identity with us;
- view your eWallet Transaction History;
- view the balance and currency of the Electronic Money you hold in your eWallet;
- enable or disable your Physical Card, change the PIN on your Physical Card and access other security features;
- enable and disable location tracking; and
- enter the details of your User Bank Account and your Stored Card(s).

Some of above services are chargeable, all charges as displayed on the eWallet.

5.2 You may access your eWallet via the Mobile App.

## **6. YOUR PREPAID CARD**

- 6.1 Once you have been accepted as a Mogli Account holder, you will be assigned your Mogli prepaid card(s), subject to any issuance charges as set out in Schedule 2 of these GT&C.
- 6.2 You may request that we issue you with physical Card, in which case, we will send you the card at any address in Switzerland. Subject to any issuance of a physical prepaid card are the charges as set out in the Fees Section. We do not advertise our app and those cards in any other country than Switzerland and our partners are bound to do likewise.
- 6.3 Your use of the Card is subject to the issuer's Cardholder Terms.
- 6.4 You may activate and de-activate a Physical Card using the Mobile App. Failure to disable the Physical Card upon becoming aware of it being lost or stolen may mean that you lose your right to any compensation for an unauthorised Transaction or contact your Card issuer directly.

## **7. VERIFICATION OF IDENTITY**

- 7.1 You agree to cooperate with all requests made by us or any of our third party service providers on our behalf in connection with your Mogli Account, to identify or authenticate your identity or validate your funding sources or transactions. This may include, but not limited to, asking you for further information that will allow Mogli to reasonably identify you, including requiring you to take steps to confirm ownership of your phone number or payment instruments or verifying your Information against third party databases or through other sources.
- 7.2 We reserve the right to close, suspend, or limit access to your Mogli Electronic Money Account and/or the Mogli Services in the event we are unable to obtain, verify such Information or you do not comply with our requests under 7.1 of these GT&C.
- 7.3 We may confidentially verify the information you provide us with or obtain information on you ourselves or through third parties from secure databases. Some of the searches, which a third party or we may perform, such as a credit check, may leave a soft footprint on your credit history. This will not affect your credit rating. By entering into these GT&C, you confirm that you consent to us or a third party on our behalf carrying out such verifications.
- 7.4 You must ensure the information on your Mogli eWallet is always accurate and up to date. If at any time we believe that your information is out dated or inaccurate, we may contact you and request further information or request that you go through the verification process again. Your transaction limit will be adjusted accordingly while we verify your identify. We shall not be liable for any losses arising out of your failure to maintain information up to date.

## **8. TOP-UPS TO YOUR MOGLI ELECTRONIC MONEY ACCOUNT**

- 8.1 In order to Top-Up the Electronic Money in your Mogli Electronic Money Account, you will need to perform a Top-Up via a Stored Card, or via a User Bank Transfer or via a Third Party Bank Transfer or any other method we make available to you in the future.
- 8.2 We may, at our reasonable discretion (for example, without limitation, to limit fraud or credit risk), impose limits on the amount of money you can receive through the Mogli

Services. In order to lift your receiving limit, you must provide us with any supplemental information we request.

- 8.3 Top-Ups via Stored Card. In order to Top-Up via a Stored Card, you will need to add the details of the Stored Card onto your Mogli eWallet. You may only add details of your Stored Cards to your Mogli eWallet if you are the named holder of Stored Card. The purchase of Electronic Money via Stored Card will be for the amount and the currency defined by you.

Top-Ups via User Bank Transfer and Third Party Bank Transfer

- 8.5 You may also fund your Mogli Electronic Money Account by entering into a User Bank Transfer or by the Swiss Post office.

GT&C8.7 By performing a transfer within the Mogli eWallet we will hold the Top Up amount on until your bank has settled the amount. The transfer is made in behalf and for the risk of our client / the Mogli account holder.

- 8.10 Upon our receipt of the amount sent via User Bank Transfer or Cash deposit at any of the Swiss Post Offices (either performed within or outside of the Mogli eWallet) or a Third Party Bank Transfer, we will issue the corresponding value of Electronic Money to your Mogli Electronic Money Account. The details of the bank account, belonging to Mogli, to send the money to will be set out on the Mogli eWallet. Please take care (or ask the third party making a Third Party Bank Transfer to take care) to enter the correct bank account details when performing the User Bank Transfer or Third Party Bank Transfer, to make sure the money reaches us. If we receive your money in a currency other than the currency you indicated to us when we provided you with the bank account details, then we will not be liable for any losses that you incur if our bank performs a currency conversion to change the money received into the currency of our bank account to which the money was sent.

## 9. MOGLI TRANSACTIONS

- 9.1 The following are “Mogli eWallet Transactions”:

“Electronic Money Exchange” means using Electronic Money in one currency to purchase Electronic Money in another currency using our Exchange Rates;

“Instant Transfer” – this means us sending Electronic Money into your Mogli Electronic Money Account or from your Mogli Electronic Money Account to the Mogli Electronic Money Account of a different Mogli User; and

“Mogli Bank Transfer” – this means us redeeming Electronic Money in your Mogli Electronic Money Account, with or without an associated Monetary Exchange taking place, and transferring the equivalent amount of money to the Counterparty Bank Account.

- 9.2 The following are “Card Transactions”:

“ATM Withdrawal” – this means, you using your Physical Card and Card PIN to obtain cash from an ATM with or without a Monetary Exchange taking place; and

“Card Purchase” means, you using your physical or virtual Card to purchase goods and/or services from a merchant by entering the details of your Card and/or your Card PIN.

- 9.3 Mogli may refuse to enter into a Mogli Transaction with you at any time and for any reason.
- 9.4 Mogli provides virtual receipts for successful Mogli Transactions, which are accessible on the Mogli eWallet. In addition to virtual receipts, merchants should provide you with receipts when you enter into a Card Purchase. Mogli will not and is under no obligation to provide you with a physical receipt or other written confirmation in connection with any Mogli Transaction.

## **10. EXCHANGE ELECTRONIC MONEY**

- 10.1 You can exchange Electronic Money in your Mogli Electronic Money Account to Electronic Money in another currency by using the exchange function on the Mogli eWallet. The currencies of Electronic Money which you are able to purchase and store in your Mogli Electronic Money Account are limited to those set out on the Mogli eWallet and are subject to change from time to time without us being required to provide you with notice.
- 10.2 You will be informed, on the Mogli eWallet, prior to sending your request to enter into the Electronic Money Exchange, of:
- the amount of Electronic Money you will use to purchase the amount of Electronic Money in your required currency;
  - the amount and currency of the Electronic Money you wish to purchase;
  - the exchange rate of the Electronic Money Exchange.
- 10.3 In order to submit the request to enter into the Electronic Money Exchange, you will need to confirm the details, which have been entered by hitting the exchange button on the relevant part of the Mogli eWallet. By entering into these GT&C, you accept sole responsibility for entering into the Electronic Money Exchange. Mogli will not be responsible for any losses you incur as a result of you using this function.
- 10.4 The request to enter into an Electronic Money Exchange will be accepted when we confirm to you that the Electronic Money Exchange has been entered into, on the Mogli eWallet.
- 10.5 The amount of Electronic Money you can exchange at the interbank rate is limited. Please refer to the Fees Section for more information on the interbank rate. It is your responsibility to stay informed of any changes to the limits and fees applied to any exchanges at the interbank rate.

## **11. INSTANT TRANSFER**

- 11.1 You are able to send your Electronic Money using the Mogli eWallet to another Mogli User. This transfer is instant. In order to make use of this instant transfer service, you will first have to ensure the Mogli User you wish to send in-app funds to is registered in your contacts.
- 11.7 Once your Electronic Money has been sent, you will be able to view the completed wallet-to-wallet transfer under the Mogli “Activities” function.



## 12. MOGLI BANK TRANSFER AND MONETARY EXCHANGE

- 12.1 You can make a request to enter into a Mogli Bank Transfer by logging onto the Mogli eWallet and following the on-screen instructions. You will need to enter the Counterparty Bank Account details. It is your responsibility to make sure that the details of the Counterparty and the Counterparty Bank Account are entered correctly. Any error in information may result in the Mogli Bank Transfer being unsuccessful or delayed. We shall not be liable for any losses you incur from entering incorrect Counterparty Bank Account details.
- 12.2 You will be informed on the Mogli eWallet, prior to confirming your request to enter into the Mogli Bank Transfer, of:
- the details of the Counterparty Bank Account;
  - the amount and currency of money you wish to send to the Counterparty; and
  - the fees for the Mogli Bank Transfer (if any).
- 12.3 In order to submit the request to enter into the Mogli Bank Transfer, you will need to confirm the details, which have been entered by hitting the 'tick' button on the relevant part of the Mogli eWallet.
- 12.4 The request to enter into a Mogli Bank Transfer shall be deemed to be received at the time at which you provide your confirmation except where the request to enter into a Mogli Bank Transfer would otherwise be deemed to be received on a day which is not a Business Day or is received after 12.00h CET time on a Business Day, we have the right to treat the request to enter into the Mogli Bank Transfer as having been received on the next Business Day.
- 12.5 Where the Payment is denominated in:
  - Euro or Swiss Franc, we shall ensure that the amount of the Mogli Bank Transfer is credited to the Counterparty's payment service provider's account by the end of the Business Day following that on which your request to enter into the Mogli Bank Transfer was deemed to have been received;
  - a currency other than Euro or Swiss Franc but the account of the Counterparty's payment service provider is located within the European Economic Area ('EEA'), we shall ensure that the amount of the Mogli Bank Transfer is credited to that account by the end of the fourth Business Day following that on which request to enter into the Mogli Bank Transfer was deemed to have been received; and
  - a currency other than Euro or Swiss Franc and the account of the Counterparty's payment service provider is located outside the EEA, we shall endeavour to ensure that we action the Mogli Bank Transfer as soon as is reasonably practicable.
- 12.9 Once the Mogli Bank Transfer has been completed, you will be able to view the completed Mogli Bank Transfer on the Mogli Transaction History part of the Mogli eWallet.
- 12.10 If, for whatever reason, the funds are not deposited in the Counterparty Bank Account and are returned to Mogli, they will be converted into the currency of the Electronic Money they were originally withdrawn from. Due to the difference in price for purchasing and selling currencies and/or fluctuations in currency exchange rates, the amount of Electronic Money you receive back into your Mogli Electronic Money Account may be more or less than what was originally redeemed to perform the Mogli Bank Transfer. Mogli is not liable for any losses you incur in this respect.

### **13. ATM WITHDRAWALS AND MONETARY EXCHANGE**

- 13.1 You can use your Physical Card to withdraw cash from an ATM. In such an event we will redeem Electronic Money in your Mogli Electronic Money Account and you will be provided with the equivalent amount of cash. You will need to follow the instructions on the ATM machine to perform the ATM Withdrawal. This may involve entering your Card PIN.
- 13.2 We do not charge for ATM Withdrawals up to the threshold set out in the Fees Schedule 2. If you withdraw more than the threshold, then each ATM Withdrawal will be subject to the fee set out in the Fees Section.
- 13.4 If you choose to withdraw cash using the currency conversion offered by the ATM owner, Mogli has no liability to you for that currency conversion. Please note that the ATM provider may, in addition charge its own fee for ATM Withdrawals, which we have no control over, or liability for.

### **14. PREPAID CARD PURCHASE AND MONETARY EXCHANGE**

- 14.1 You can use your Card to purchase goods and/or services from a merchant either online or at a point of sale terminal anywhere that accepts the Card. In such an event we will redeem Electronic Money in your Mogli Electronic Money Account and the merchant will be sent, less any fees from Mogli (acting as Card Issuer), the equivalent amount of money. You will need to follow the instructions on the relevant website or point of sale machine to perform the Card Purchase. This may involve you entering the details of Card (the card number, expiry date and CVC number) or your Card PIN.
- 14.3 Where the merchant offers a currency conversion to you and you choose to authorise the payment transaction on the basis of the merchant's exchange rate and charges, Mogli has no liability to you for that currency conversion. You can find more information on this at our website under frequently asked questions.

### **15. RECEIVE ELECTRONIC MONEY**

- 15.1 If you receive Electronic Money into your Mogli Electronic Money Account, we will send a notification to the Mogli eWallet and display the payment in your Mogli Transaction History (function "Activities").
- 15.2 You can request a payment from another Mogli User by using the "Request Money" function or the "Split Bill" function or other functions made available to you from time to time on the Mogli eWallet. You should only use this function for amounts owed to you and that are due for payment in full. This service may not be used as a debt collection or enforcement tool.

### **16. EXCHANGE RATES**

16.1. The "Exchange Rate" means the:

- "Standard Exchange Rate"; or
- "Non-Standard Exchange Rate"

depending on the value of the Electronic Money Exchanges and Monetary Exchanges carried out by you in the given month, further details of which are set out in the Fees Section.

- 16.2 Generally, for major currencies during FX market hours the Standard Exchange Rate will be the interbank rate. However, in certain circumstances, it is not possible for the Standard Exchange Rate to be the interbank rate including when the FX market is closed on weekends or on bank holidays or when your Exchange Rate involves illiquid currencies. It may also not be possible for the Standard Exchange Rate to be the interbank rate due to other external factors such as volatile market conditions, a system failure of Mogli or any other external factors. In such instances, the Standard Exchange Rate will be different from the interbank rate. Please see the Fees Section for more details.
- 16.3 We will use the Exchange Rates set out in the Fees Section, where we can, however you will be informed (where possible) of the exact Exchange Rate for each Mogli Transaction prior to your entry into the same. It is your responsibility to ensure that you are happy with the Exchange Rate we offer you, prior to entering into each Mogli Transaction. In addition, our live exchange rates are available on the Mogli eWallet.

## 17. YOUR BALANCE AND NEGATIVE BALANCES

- 17.1 You acknowledge that balances and available funds reported on the Mogli eWallet are only approximate real time balances rather than the settled balances in your Mogli Electronic Money Account. A real time balance may not take into account pending debits and credits. Mogli will provide you with information on pending debits and credits as soon as it has that information.
- 17.2 If for any reason (including, but not limited to, any technical errors on our behalf or on behalf of our third-party providers) you have a negative balance in your Mogli Electronic Money Account, you agree to immediately Top-Up the required amount to correct the negative balance, such amounts being due without the need for previous notification. If you fail to do so:
- we may exercise our right of set-off in accordance with Clause 22 (Our Right to Set-Off) of these GT&C;
  - initiate a chargeback procedure for any specific transaction which led to your Mogli Electronic Money Account having a negative balance;
  - take debt collection measures including but not limited to mandating a debt collection agency or solicitors or to pursue the claim in court. We reserve the right to charge you the expenses we reasonably incur in connection with any debt collection or enforcement efforts;
  - if Mogli requests that you complete a Top-Up in order to correct a negative balance and you fail to do so within 7 Business Days, you authorise us to initiate a payment transaction for the amount of the negative balance (or the equivalent in another currency) from one of your Stored Cards or User Bank Accounts.

## 18. SECURITY

- 18.1 You must ensure that you take all reasonable steps to:
- ensure that your Mobile and your Mobile PIN is kept safe and secure;
  - ensure that access to the Mogli eWallet is kept safe and secure; and
  - ensure your Card PIN and other unique numbers (including CVC, expiry and card number) are kept safe and secure.
- 18.2 The requirement in Clause 18.1 includes, but is not limited to, for the avoidance of doubt you:
- closing the Mobile app every time you are not using it;

- keeping the Mobile device you use to gain access to the Mogli eWallet safe and secure and locked with a secure password or other security mechanism;
- not writing down or telling anyone your Mobile PIN;
- changing your Mobile PIN regularly;
- if you receive any SMSs or emails, questionnaires, surveys, or other links that require you to provide your Mobile PIN, not providing your information and contacting our customer services team at support@mogli.app;
- ensuring that the Mobile and e-mail account(s) you use to communicate with us are secure and only accessed by you, as the Mobile and e-mail address may be used to reset your Mobile PIN or to send information relating to the security of the Mogli eWallet;
- if at any time you think that your Mobile PIN has been lost, stolen or any other person knows your Mobile PIN or anyone has access to your e-mail account or Mobile you use to communicate with us, informing our customer service immediately at support@mogli.app;
- keeping your Card safe and secure;
- not writing down or telling anyone your Card PIN or details of the Card;

Disable your Card via the Mogli eWallet and report to the Card Issuer (contact information are held on the back of the card), at any time if you think the security of the Card is at risk, for example, if it is lost or stolen;

18.3 All Mogli Transactions are processed by automated methods, and anyone who obtains access credentials to the Mogli eWallet or access to a Card could use it to enter into Mogli Transactions without your permission. If you notice misuse, theft or unauthorised use of your Mobile, Card, Mobile PIN or Card PIN or any other activity that makes you suspicious, you must contact the customer services team and if possible enable the appropriate security features on the Mobile App. If you suspect identity theft or theft of Electronic Money, we suggest that you contact your local police as well.

## 19. RESTRICTIONS ON THE USE OF Mogli SERVICES

19.1 It is not permitted to:

use the Mogli Services for any illegal purposes, including, but not limited to fraud and money laundering, unlawful sexually oriented materials or services, counterfeit products, unlawful gambling activities, fraud, money laundering, the funding of terrorist organizations, the unlawful purchase or sale of tobacco, firearms, prescription drugs, other controlled substances or other products prohibited by law. Mogli will report any suspicious activity and cooperate with any relevant law enforcement agency or regulator;

- use the Mogli Services to abuse, exploit or circumvent the usage restrictions imposed by a merchant on the services it provides, or to obtain goods or services without paying the amount due partially or in full;
- breach these GT&C, the Cardholder GT&C (as applicable) or any other agreement or policy that you have agreed with Mogli or its services and product providers.
- create more than one Mogli Account without our prior written consent;
- use the Mogli Services to violate any law, statute, ordinance, or regulation;
- use the Mogli Services for any illegal purposes including the purchase or sale, or the facilitation of the purchase or sale of, illegal goods or services;
- infringe Mogli's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- act in a manner that is defamatory, libellous, threatening or harassing when using the Mogli Services;
- provide us with false, inaccurate or misleading information;

- instruct us to send or receive what we reasonably believe to be potentially fraudulent funds on your behalf;
- refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
- attempt to intentionally or knowingly receive or attempt to receive funds from both Mogli and a merchant for the same Mogli Transaction;
- control a Mogli Account that is linked to another Mogli Account that has engaged in any of these Restricted Activities;
- conduct your business or use the Mogli Services in a manner that is likely to result in or may result in complaints, disputes, reversals, chargebacks, fees, fines, penalties or other liability to Mogli, other Users, third parties or you;
- use your Mogli Account or the Mogli Services in a manner that Mogli (acting as Card Issuer), Visa, MasterCard, American Express, Discover or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules;
- allow any of the currencies in your Mogli Electronic Money Account to have a negative balance;
- provide yourself with a cash advance from your credit card (or help others to do so);
- take any action that imposes an unreasonable or disproportionately large load on our infrastructure; facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our Website without our prior written permission; or interfere or attempt to interfere with the Mogli Services;
- take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers;
- use the Mogli Services to test credit card behaviours;
- circumvent any Mogli policy or determinations about your Mogli Electronic Money Account including, but not limited to, attempting to create a new or additional Mogli Account when a Mogli Electronic Money Account has a negative balance or has been restricted, suspended or otherwise limited; creating new or additional Mogli Electronic Money Accounts using Information that is not your own (e.g. name, address, email address, etc.); or using someone else's Mogli Electronic Money Account;
- harass our employees, agents, merchants or other Users;
- use the Mogli Services in a manner that we believe may be a violation of any applicable electronic payment network rules, card association or network rules, or applicable law;
- use the Mogli Services to trade FX for speculative purposes or for FX arbitrage;
- refuse or fail to provide further information about you or your business activities that we may reasonably request;
- conduct your business or use the Mogli Services in a manner that leads us to receive a disproportionate number of claims or chargebacks;
- have a credit score provided by a third party provider of Mogli's choosing which indicates a higher level of risk associated with your use of the Services;
- reveal your Mobile PIN or Card PIN to anyone or use anyone else's Mobile App or Card.

19.2 You must ensure that you only enter into Mogli Transactions relating to the sale or supply of goods and services in compliance with all applicable laws and regulations. The fact that a person or entity accepts payments via a Mogli Transaction is not an indication of the legality of the supply or provision of the goods and services.

19.3 We reserve the right to refuse to perform a Mogli Transaction directly or indirectly associated with any Restricted Country or exposed person or company.

19.4 If Mogli, in its sole discretion, believes that you may have breached the provision of this Clause, we may take action to protect ourselves, other users and third parties. The action we may take includes but is not limited to:

- closing, suspending, or limiting your access to your Mogli Electronic Money Account or any or all of the Mogli Services;
- contacting other Users who have transacted with you; contacting your bank or credit card issuer; and/or warning other Users, law enforcement, or impacted third parties of your actions;
- updating inaccurate Information you have provided to us;
- taking legal action against you;
- terminating these GT&C or access to the Website;
- fully or partially reversing a Mogli Transaction; and/or
- blocking your access to your Mogli Electronic Money Account and/or Mogli EWallet temporarily or permanently.

19.5 Where possible, Mogli will provide you with the relevant information regarding the actions imposed, but we may be unable to do so in accordance with the appropriate law including avoiding disclosing protected third party information or interfering in the course of an investigation.

## **20. MOGLI TRANSACTION LIMITS**

20.1 We reserve the right to impose at our sole discretion Mogli Transaction Limits, based on criteria determined by us and that does not have to be disclosed.

20.2 You may be able to view some of these Mogli Transaction Limits by logging onto the Mogli EWallet. Mogli may, from time to time, provide you with procedures or methods to remove or increase such limits. We reserve the right to remove Mogli Transaction Limits from the Mogli eWallet.

## **21. SUSPENDING YOUR USE OF THE MOGLI SERVICES**

21.1 We reserve the right to change, suspend or discontinue any aspect of the Mogli Services at any time, including hours of operation or availability of the Mogli Services or any Mogli Services feature, without notice and without liability.

## **22. OUR RIGHT TO SET-OFF**

22.1 On the happening of any event which entitles us to be compensated by you (including, but not limited to, any technical errors on our behalf or on behalf of our third-party providers), we shall be entitled to recover any sum due to us by retaining part or all of any sum that you have lodged with us under any Mogli Transaction or otherwise. You shall have no similar right of set-off. For the avoidance of doubt, this includes if one of the currency balances in your Mogli Electronic Money Account shows that you owe us an amount of funds for any reason or has a negative balance, Mogli may set-off the amount you owe us by using funds you maintain in that currency or in a different currency balance or by deducting amounts you owe us from money you receive into your Mogli Electronic Money Account, or money you attempt to withdraw or send from your Mogli Electronic Money Account, or in a different Mogli Electronic Money Account which you control and by deducting funds from any withdrawals you attempt to make.

22.2 On the happening of any event which entitles us to be compensated by you, if for whatever reason we are unable to exercise our right of set-off pursuant to Clause 22.1,

we may initiate a payment transaction for the amount we are due to be compensated by you from one of your Stored Cards or User Bank Accounts.

22.3 If the amount owed to us is in a currency, which is different to the money or Electronic Money you hold with us, we shall convert the amount you hold with us to the currency of the amount you owe us by applying our Exchange Rates. We do not need to notify you of this conversion occurring.

22.4 If an Indemnity Claim is raised by you pursuant to the Direct Debit Guarantee Scheme, and the claim is adjudged by Mogli to be fraudulent or erroneous, we reserve our right of set-off the claim pursuant to Clause 22.1. If for whatever reason we are unable to exercise our right of set-off pursuant to Clause 22.1, we may ask you to pay us another way and if you do not do so within 7 Business Days you authorise us to initiate a payment transaction for the amount we are due to be compensated by you from one of your Stored Cards or User Bank Accounts.

### **23. OUR LIABILITY WITH RESPECT TO INSTANT TRANSFER, MOGLI BANK TRANSFERS, ATM WITHDRAWALS AND PREPAID CARD PURCHASES**

23.1 You warrant that you are an individual acting solely on your own behalf and are acting for a purpose other than a trade, business or profession.

23.2 If you believe that an Instant Transfer, Mogli Bank Transfer, ATM Withdrawal and/or a Card Purchase has been incorrectly executed or was not authorised by you, you must inform us as soon as possible in writing to support@mogli.app. Failure to notify us immediately on becoming aware or within the 3 months of the date of the unauthorised or incorrectly executed Instant Transfer, Mogli Bank Transfer, ATM Withdrawal or Card Purchase will result in you losing your entitlement to have the matter corrected.

23.3 Where it is established that an Instant Transfer, Mogli Bank Transfer, ATM Withdrawal and/or a Card Purchase was not authorised by you, or was incorrectly initiated or executed by us (provided we can prove such incorrect transaction has taken place) and you have notified us in a timely manner within 3 months of the date of the unauthorised Instant Transfer, a Mogli Bank Transfer, an ATM Withdrawal or a Card Purchase, unless Clause 23.4 applies, we shall refund to you the full amount debited without authorisation.

23.4 You will be liable for:

- a. all losses incurred in respect of an Instant Transfer, a Mogli Bank Transfer, ATM Withdrawal and Card Purchase made by us which was not authorised by you, if you have acted fraudulently, or have intentionally or with gross negligence failed to comply with the obligations set out in Clause 18 (Security) or you have not notified us on time in accordance with Clause 23.2; and
- b. where Clause 23.4(a) does not apply, up to CHF49.- of any losses incurred in respect of Instant Transfers, Mogli Bank Transfers, ATM Withdrawals and Card Purchases which were not authorised by you, where you have otherwise failed to comply with your obligations under Clause 18 (Security).

### **24. GENERAL LIABILITY**

24.1 Except where you have acted fraudulently, you will not be liable for any losses incurred in respect of an Instant Transfer, Mogli Bank Transfer, ATM Withdrawal or a Card Purchase which was not authorised by you which occurs after you have notified us, without undue delay, on becoming aware of the loss, theft, misappropriation or unauthorised use of the Card or the Mobile PIN or Card PIN which relates to those losses. You can notify us in writing at support@mogli.app.

- 24.2 We shall not be liable for non-execution or defective execution in relation to an Instant Transfer or Mogli Bank Transfer we have made in accordance with a unique identifier given to us by you which proves to be incorrect. However, we shall make reasonable efforts to recover funds involved in that transaction and may charge you for doing so, including passing on to you charges made by intermediary banks and/or the payee's bank for their assistance in the tracing process.
- 24.3 We are not liable to you for the correct execution of an Instant Transfer, a Mogli Bank Transfer, an ATM Withdrawal or a Card Purchase, if we can prove to you (and where relevant, to any payee's payment services provider) that the payee's payment services provider received the payment within the appropriate time period. We will however, upon your request, make efforts to trace any non-executed or defectively executed payment transactions and notify you of any outcome involving our search.
- 24.4 Please note any restriction on your liability in relation to an unauthorised or incorrectly executed payment transactions set out in the Payment Services Regulations 2017 does not apply to losses in relation to Electronic Money Exchanges or Monetary Exchanges.
- 24.5 We are liable to you for the correct transmission of a payment order representing a Top-Up via Stored Card within the relevant time limit. Where we are liable, we will immediately re-transmit the payment order in question.
- 24.6 We shall not be liable to you for any:
- delay or failure to perform our obligations under these GT&C (including any delay in payment) by reason of any cause beyond our reasonable control including but not limited to any action or inaction by you or any third party, any Force Majeure Event, local or global Pandemic, bank delay, postal delay, failure or delay of any fax or electronic transmission, any accident, emergency, act of god or any abnormal or unforeseeable circumstances; or
  - consequential or indirect loss (such as loss of profits or opportunity) you may incur as a result of us failing to perform our duties under a Mogli Transaction; or
  - losses as a result of a requirement imposed on us by the Swiss law, the FINMA or our obligations under the laws of any EEA state or other jurisdiction.
- 24.7 You are responsible for all liabilities, financial or otherwise, incurred by Mogli (acting on behalf of the Card Issuer), Mogli, a Mogli User, or a third party caused by or arising out of your breach of these GT&C, your use of the Mogli Services, and any use of your Mogli Account. You agree to reimburse Mogli (acting on behalf of the Card Issuer), Mogli, a Mogli User, or a third party for any and all such liability, to the extent not prohibited by applicable law.
- 24.8 You remain liable under these GT&C in respect of all charges and other amounts incurred through the use of your Mogli Account at any time, irrespective of termination, suspension or closure.
- 24.9 You alone are responsible for understanding and complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to you in connection with your use of the Mogli Services, including but not limited to, those related to export or import activity, taxes or foreign currency transactions. You are liable to the state and other subjects for fulfilment of all tax obligations independently. Mogli shall not be responsible for the execution of tax obligations, or calculation and transfer of taxes applied you.
- 24.10 You agree to defend, reimburse or compensate us (known in legal GT&C to "indemnify") and hold Mogli, our third party providers, our employees or agents who are authorised to act on our behalf harmless from any claim or demand (including legal



fees) made or incurred by any third party due to or arising out of your breach of these GT&C, breach of any law and/or use of the Mogli Services.

24.11 Nothing in these GT&C shall operate to exclude liability for death or personal injury or for fraud or fraudulent misrepresentation or for any liability that cannot be excluded or amended by law.

24.12 In no event shall Mogli be liable for loss of profits or any special, incidental or consequential damages arising out of these GT&C or otherwise in connection with the Mogli Services, howsoever arising.

24.13 We are not liable for:

- any loss you incur resulting from your use of the Card, which shall be the sole responsibility of Mogli (acting on behalf of the Card Issuer) and subject to the Cardholder GT&C (as applicable).

24.14 To the extent permitted by applicable law, Mogli is not liable, and you agree not to hold it responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:

- your inability to use the Mogli Services for whatever reason;
- delays or disruptions in the Mogli Services;
- viruses or other malicious software obtained by accessing the Website or any associated site or service;
- glitches, bugs, errors, or inaccuracies of any kind in the Mogli Services;
- the content, actions, or inactions of third parties;
- a suspension or other action taken with respect to your Mogli Account;
- your need to modify practices, content, or behaviour, or your loss of or inability to do business, as a result of changes to these GT&C or Mogli's policies;
- illegal actions and operations of third persons performed using counterfeited and/or illegal documents or illegally received data;

## **25. WITHDRAWING FUNDS**

25.1 You may withdraw funds from your Mogli Electronic Money Account by entering into a Mogli Bank Transfer and choosing a User Bank Account as the Counterparty Bank Account or by entering into an ATM Withdrawal or by using any other available method on the Mogli eWallet or otherwise notified to you from time to time.

25.2 Mogli is not responsible for the withdrawal payment once the funds are received by your payment service provider as Mogli is the payer and not the payment service provider for withdrawals.

## **26. CLOSING YOUR ACCOUNT**

26.1 Your Mogli Account will be closed at the end of the term of this agreement in accordance with Clause 3.1 or upon termination of these GT&C in accordance with Clause 33.1 (Amendments to these GT&C) and Clause 35 (Termination). You accept that after your Mogli Account has been closed; Mogli will store personal data about you and your Mogli Transactions for a period of ten years.

26.2 If your Mogli Electronic Money Account holds a balance at the time of its closure, we may ask you to withdraw your funds within a reasonable period of time, during which

your Mogli Electronic Money Account will be accessible for the purpose of withdrawing the remaining balance only. After the expiry of this period you will not be able to access your Mogli Electronic Money Account but you may withdraw any remaining funds for a period of six years from the date of closure of your Mogli Account by contacting customer service and requesting that the funds be sent to you by returning the funds by either a card refund or bank transfer. When your Mogli Account is closed, any pending instructions will be cancelled.

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

## **27. NOTICE AND COMMUNICATIONS**

- 27.1 You agree and consent to electronic receipt of all Communications that we provide in connection with the Mogli Services. We will provide Communications to you by making them available on the Mogli eWallet or by emailing them to you at the primary email address listed in your Mogli Account Profile.
- 27.2 It is your responsibility to ensure that you log onto the Mogli eWallet regularly and regularly review the Mogli eWallet, the Website and your primary email address and open and review communications that we deliver to you through those means. You are obligated to review your notices and Mogli Transaction History, and to promptly report any questions, apparent errors, or unauthorised Mogli Transactions. Failure to contact us in a timely manner may result in loss of funds or important rights.
- 27.3 We may contact you from time to time to notify you of changes or information regarding your Mogli Account. It is your responsibility to ensure you regularly check the Mogli eWallet and that your contact information stored on your profile in the Mogli eWallet is up to date. You may contact us in accordance with these GT&C by sending us a written communication at support@mogli.app.

## **28. DATA**

- 28.1 The processing of your data is governed by these GT&C, any applicable Supplements as well as our Privacy Policy.
- 28.2 Mogli reserves the right to transmit the Information or personal data about you as well as activity in your Account to law enforcement institutions, state authorities and financial institutions, if such is necessary to comply with relevant legislation, and in order to identify whether these GT&C and relevant legislation have not been violated.
- 28.3 When you use the Mogli Services we may collect precise location data about a Mogli Transaction. If you permit the Mobile App to access location services through the permission system used by your mobile operating system, we may also collect the precise location of your device when the app is running the foreground or background. We may also derive your approximate location from your IP address. You may opt out of providing location data through the Mobile app, unless you opt out of providing location data, you consent to the collection, use, sharing and onward transfer of location data, as further set forth in the Privacy Policy.
- 28.4 By providing Mogli with a telephone number (including a mobile telephone number), you agree to receive autodialed and pre-recorded message calls at that number. The ways in which you provide us a telephone number include, but are not limited to, providing a

telephone number at Mogli Account opening, adding a telephone number to your profile on your Mogli eWallet at a later time, providing it to one of our employees, or by contacting us from that phone number. If a telephone number provided to us is a mobile telephone number, you consent to receive SMS or text messages at that number, for service-related matters. We will not share your phone number with non-affiliated third parties for their purposes without your consent and we will never market, advertise, or solicit you using autodialling or pre-recorded messages, but we may share your phone numbers with our affiliates or with other service providers, such as billing or collections companies, who may contact you using autodialed or pre-recorded message calls or text messages.

- 28.5 You understand and agree that Mogli may, without further notice or warning and in our discretion, monitor or record the telephone conversations you or anyone acting on your behalf has with Mogli or its agents for quality control and training purposes or for its own protection. You acknowledge and understand that, while your communications with Mogli may be overheard, monitored, or recorded without further notice or warning, not all telephone lines or calls may be recorded by Mogli, and Mogli does not guarantee that recordings of any particular telephone calls will be retained or retrievable.
- 28.6 You agree that we can use your Information in connection with your Mogli Account, to enable us to review, develop and improve our products and services. This may involve providing your Information to our partners, affiliates, agents, distributors and suppliers to process Mogli Transactions and for their statistical research and analytical purposes. We may also disclose your Information as required by law, regulation or any competent authority or agency to investigate possible fraudulent, unlawful or unauthorised activity.
- 28.7 You understand and agree that we may collect information about how you and other Mogli Users interact with the Mogli Services. We may access the address book on your device and store names and contact information to facilitate social interactions through the Mogli Services and for other purposes. We collect transaction details related to your use of the Mogli Services, including the type of service requested, date and time the service was provided, amount charged and other related transaction details. We may collect information about your mobile device, including for example, the hardware model, operating system and version, software and file names and versions, preferred language, unique device identifier, advertising identifiers, serial number, device motion information and mobile network information. You agree that we may use the information that we collect to facilitate interactions with the Mogli Services, including sharing certain non-sensitive information about you with other Mogli Users.

## **29. INTELLECTUAL PROPERTY**

- 29.1 The Mogli eWallet and the Website and all intellectual property rights contained therein, including but not limited to any content, are owned or licenced by us. Intellectual property rights means rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). Mogli's intellectual property includes "Mogli.com," "Mogli", "Mogli.app", "Mogli.ltd" Mogli Brands and Services. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Mogli. You may not copy, imitate, or use them without our prior written consent.
- 29.2 We reserve all of our rights in any intellectual property in connection with these GT&C. This means, for example, that we remain owners of them and free to use them as we see fit.
- 29.3 Nothing in these GT&C grants you any legal rights in the Mogli eWallet and/or the Website, other than as necessary to enable you to access the Mogli eWallet. You agree

not to adjust or try to circumvent or delete any notices contained on the Mogli eWallet (including any intellectual property notices) and in particular in any digital rights or other security embedded or contained within the Mogli eWallet.

### **30. REQUESTING INFORMATION**

30.1 You may request, at any time during the extent of these GT&C, a copy of these GT&C and any of the information set out in the Regulations.

### **31. CUSTOMER SUPPORT AND COMPLAINTS**

31.1 We take all complaints seriously. Any complaints about us or the services we provide should be addressed to support@mogli.app. You should clearly indicate that you are wishing to make a complaint to us. This helps us to distinguish a complaint from a mere query. Our complaints procedure (available on our Website) sets out the process for submitting and resolving any complaints.

31.2 A final response to your complaint, or a letter explaining why the final response has not been completed, will be sent to you within 10 Business Days of your complaint having been made. Should this not be possible due to unforeseen circumstances or lack of information, we will contact you.

31.3 after having received our final response you are still unhappy or not satisfied, you may send an e-Mail to support@mogli.app or call +41 41 552 09 85.

31.4 Any complaints about Mogli should be made directly to Mogli.

### **32. AMENDMENTS TO THESE GT&C**

32.1 These GT&C may be amended unilaterally by us, by providing you with two months' notice. These changes will be deemed to have been accepted by you where you do not, before the proposed date of the entry into force of the changes, notify us to the contrary. If you do notify us to the contrary, your notification will be deemed to be a notice that you wish to close your Mogli Account and terminate these GT&C on the date upon which the changes are to take effect.

32.2 Where an amendment to the GT&C is required by law or relates to the addition of a new service, extra functionality to the existing Service, a reduction in the cost of the Services or any other change which neither reduces your rights nor increases your responsibilities, the amendment may be made without prior notice to you and shall be effective immediately.

### **33. FEES**

33.1 The fees we charge for the Mogli Services are set out in the separate Fees schedule 2 to these GT&C. We will provide you with notice of any changes to the Fees Section in accordance with these GT&C. It is your responsibility to stay informed and review these changes once we have provided you notice of a change to our fees.

33.2 The fees we charge for any other transactional fees are clearly shown on the Mogli eWallet prior to you completing an action and accepted by you or a User.

33.3 We shall deduct the fees that you owe us from the CHF currency balance in your Mogli Electronic Money Account. If there is not enough CHF balance in your Mogli Electronic

Money Account, we shall deduct the equivalent fees from a different currency balance(s) using our Exchange Rates. If there is not enough Electronic Money in your Mogli Electronic Money Account to pay your fees in any currency, then we shall take our fee from the Stored Card you supplied when signing up for the Mogli Services or other Stored Card belonging to you, which has been provided to us. We reserve the right to suspend your access to your Mogli Services if we are not paid any monies owing to use by you on time.

- 33.4 Fees for the delivery of replacement of virtual or physical Cards shall be charged at the time the request for Physical Card is made. If your Mogli Electronic Money Account balance is insufficient to cover the fees for the delivery of the replacement Physical Card, then we may refuse to issue the replacement Physical Card. If your Physical Card has been lost, stolen or misappropriated we will only charge you for the costs associated with replacing your Physical Card and sending it to your applicable jurisdiction.
- 33.5 ATM Withdrawal fees will be charged at the time the ATM Withdrawal is performed. If your Mogli Electronic Money Account balance is insufficient to cover the ATM Withdrawal fees, we may refuse to execute the ATM Withdrawal. Please be aware that some ATM providers charge additional fees for the use of their ATMs and some merchants add a surcharge for accepting certain types of cards. You may also be subject to merchant's terms and conditions of business when you use the Card and it is your responsibility to review and agree these before proceeding with a Card Transaction.

#### **34. NO WARRANTY**

- 34.1 The Mogli Services are provided on an "as is," "as available" basis and without any representation or warranty, whether express, implied or statutory. Mogli, and the officers, directors, agents, merchant, employees and suppliers of Mogli, make no representation or warranty of any kind whatsoever for the services or the content, materials, information and functions made accessible by the Mogli Services used on or accessed through the Mogli Services, or for any breach of security associated with the transmission of sensitive information through the Mogli Services.
- 34.2 Mogli does not warrant that the Mogli Services will be uninterrupted or error free. Mogli shall not be responsible for any service interruptions, including, but not limited to, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of Mogli Transactions or the Mogli Services.
- 34.3 Mogli does not have any control over the products or services that are paid for using the Mogli Services.
- 34.4 Mogli is not responsible for the quality, performance, or any consequential results of the products and/or services purchased using the Mogli Services.

#### **35. TERMINATION**

- 35.1 Mogli, in its sole discretion, may terminate these GT&C at any time, by giving you two months' notice. The termination of these GT&C will not affect any of our rights or your obligations arising under these GT&C.
- 35.2 You may terminate these GT&C at any time by the end of the month providing us with minimum 30 days notice, such notice to be provided by sending us a written communication to support@mogli.app.

- 35.3 Without prejudice to any rights that have accrued under these GT&C, or any party's other rights or remedies, either party may at any time terminate these GT&C with immediate effect by giving written notice to the other party if:
- the other party commits a material breach of any term of these GT&C and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
  - the other party repeatedly breaches any of the terms of these GT&C in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these GT&C;
  - the other party is subject to a bankruptcy, insolvency, winding up or other similar event; and/or
  - the result of laws, payment scheme rules, regulatory authority rules or guidance or any change in or any introduction thereof (or change in the interpretation or application thereof) means that it is unlawful or contrary to any such law, rules, order or regulations for either of the parties to perform or give effect to any of its obligations hereunder and such obligation cannot be readily severed from these GT&C.
- 35.4 Without prejudice to any rights that have accrued under these GT&C or any of the party's rights or remedies, we may at any time terminate these GT&C with immediate effect by giving written notice to you if:
- we are unable to verify your information in the manner set out in these GT&C;
  - you pass away;
  - we have reason to believe that your use of the Mogli Services: damages, corrupts, degrades, destroys and/or otherwise adversely affects the Mogli Services, or any other software, firmware, hardware, data, systems or networks accessed or used by you;
  - there is a significant fluctuation (either positive or negative) in the aggregate number of Mogli Transactions you enter into;
  - you have acted or omitted to act in any way which we reasonably determine to diminish Mogli's (acting on behalf of the Card Issuer or otherwise) business operations and/or reputation and/or goodwill and/or which we reasonably determine or suspect to give rise to any offence or any increased risk or liability to us; and/or
  - we are unable to provide the Mogli Services to you through the inability of any third party to provide us with any good and/or service that we require to provide the Mogli Services to you.
- 35.5 Other actions we may take. If you have breached the terms of these GT&C (including a breach of your obligation to pay us any amount owing), we are otherwise entitled to terminate these GT&C, or we may: suspend your use of the Mogli Services (in whole or in part) in which case we will not treat any order for a Mogli Transaction that you may wish to make as being received by us; report any Mogli Transaction or any other relevant information about you and your use of the Mogli Services to the relevant regulatory authority, law enforcement agency and/or government department; and/or if appropriate, seek damages from you.
- 35.6 Termination of these GT&C requires the closing of your Mogli Electronic Money Account in accordance with Clause 26 and the termination of all Cards and the associated Cardholder Terms (as applicable). Mogli will deal with your remaining balance in accordance with these GT&C and the Cardholder Terms (as applicable).
- 35.7 Any terms which by their nature should survive, will survive the termination of these GT&C.

## 36. THIRD PARTY PROVIDERS

- 36.1 You can choose to allow a Third Party Provider (TPP) to access information on your Mogli Account, to combine and display information about your Mogli Account with information from accounts you have with other payment service providers, and, if applicable to your Card, to make payments for you from your Mogli Account, provided the TPP is authorised by you and you have given your explicit consent.
- 36.2 If you do, you must keep us informed of any incorrect or unauthorised transactions that happen so we can take steps to stop further misuse of your Card and arrange any refund you've been entitled to.
- 36.3 If you are thinking of using a TPP, it is important you check with the applicable regulator whether it is authorised before you use it.
- 36.4 We can refuse or stop access to a TPP if we're concerned it isn't authorised or if we believe it's fraudulent or acting fraudulently. If that happens, we will contact you to explain why unless we believe that would compromise our security or it would be unlawful.

## 37. MISCELLANEOUS

- 37.1 In order to use other functions of the Mogli Services, you may be requested to accept other GT&C and conditions, either with Mogli or with a third party.
- 37.2 To be eligible to use the Mogli Services, you must:
- pass our regulatory due diligence checks;
  - not be in breach of these GT&C; and
  - not have had any previous Mogli Account closed by us.
- 37.3 These GT&C shall be governed by the laws of Switzerland and any claim or dispute under these GT&C shall be subject to the non-exclusive jurisdiction of the Courts of Zug, Switzerland. For the avoidance of doubt these GT&C do not include any alternative dispute resolution procedures as a means of disputing or issuing any claims in relation to these GT&C.
- 37.4 These GT&C do not intend to confer any benefit on any third party and no third party shall have the right to enforce these GT&C or any Mogli Transactions under the Contract (Rights of Third Parties) Act 1999 or otherwise.
- 37.5. The Electronic Money in your Mogli Electronic Money Account belongs to the person or legal entity, which is registered as the Mogli Account holder. We recognise only the rights of the holder of the Mogli Account. You cannot assign or transfer legal ownership of the Mogli Electronic Money Account to anyone.
- 37.6 It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your Mogli Transactions, or for collecting, reporting or remitting any taxes arising from any Mogli Transactions. In certain circumstances Mogli may collect from you the appropriate stamp duty up to the legal maximum as required by the applicable laws, rules and regulations. You hereby agree to comply with any and all applicable tax laws in connection with your use of the Mogli Services, including without limitation, the reporting and payment of any taxes arising in connection with Mogli Transactions made through the Mogli Services.

- 37.7 If we fail to enforce any of our rights under the GT&C, or applicable laws, it shall not be deemed to constitute a waiver of such right.
- 37.8 You may not transfer or assign or sell any rights or obligations you have under these GT&C or otherwise grant any third party a legal or equitable interest over your Mogli Electronic Money Account without Mogli's prior written consent. Mogli reserves the right to transfer or assign these GT&C or any right or obligation under these GT&C at any time.
- 37.9 We may comply with any subpoena, levy, or other legal process, which we believe to be valid. We may notify you of such process electronically, by phone, or in writing.
- 37.10 Mogli (acting as or on behalf of a Card Issuer or otherwise) has the right to change any of its third-party service providers, including without limitation the Card Processor, with or without notice.
- 37.11 Mogli reserves the right, but shall have no responsibility, to edit, modify, refuse to post or remove any provider content, in whole or in part, that in its sole and absolute discretion is objectionable, erroneous, illegal, fraudulent or otherwise in violation of these GT&C.
- 37.12 Unless stated otherwise in these GT&C, if any provision of these GT&C is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
- 37.13 We do not provide advice and contract on an execution only basis. We may provide information to you from time to time, for example via the Mogli eWallet or the Website, but we will not and do not provide advice to you either upon the merits of a proposed Transaction or upon any other matter. Before entering into any Mogli Transaction you must make your and their own independent assessment as to whether it is appropriate to enter into a Mogli Transaction based upon your own judgment and upon such advice from such advisers, as you consider necessary. It is an express term of every Mogli Transaction, which you enter into with us that you are not relying upon any communication (written or oral) made by us as constituting advice about or a recommendation to enter into such Mogli Transaction. Foreign currency exchange rates are subject to fluctuations outside our control. Past movements or trends in the movement of foreign currency exchange rates should not be taken as an indicator of future movements in such exchange rates.
- 37.14 Clause, Schedule and paragraph headings shall not affect the interpretation of these GT&C.
- 37.15 A person includes a natural person, sole proprietorship, non-profit organisation, corporate or unincorporated body (whether or not having separate legal personality).
- 37.16 The Schedules form part of these GT&C and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 37.17 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 37.18 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 37.19 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.



- 37.20 These GT&C shall be binding on, and ensure to the benefit of, the parties to these GT&C and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 37.21 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 37.22 A reference to writing or written includes email and the chat function on the Mogli eWallet when and if it becomes available.
- 37.23 Any obligation on a party not to do something includes an obligation not to allow that subject matter to be done.
- 37.24 These GT&C shall be concluded and interpreted in the English language. If these GT&C are translated into another language, it is for reference purposes only. All communications between the parties shall be in the English language.
- 37.25 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than Switzerland, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.
- 37.26 A reference to these GT&C or to any other agreement or document referred to in these GT&C is a reference to these GT&C or such other agreement or document as varied (in each case, other than in breach of the provisions of these GT&C) from time to time. References to Clauses and Schedules are to the Clauses and Schedules of these GT&C and references to paragraphs are to paragraphs of the relevant Schedule.
- 37.28 Any words following the GT&C including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those GT&C.
- 37.29 Supplements to these GT&C are an integral part of these GT&C, under which you agree on usage of specific services as defined in the Supplements.
- 37.30 The definitions set out Schedule 1 apply to these GT&C.

## **38. SCHEDULE 1 - DEFINITIONS**

"ATM Withdrawal" has the meaning set out in Clause 9.2(a).

"Business Day" - means a day, other than a public holiday in Switzerland, when banks in Zurich are open for business.

"Card Issuer" means any third party which is licensed by a card scheme to issue Cards and manage the associated funds across the MasterCard and/or Visa networks.

"Card PIN" means personal identification number, which is associated with your Card and allows you to enter into Card Transactions.

"Card Processor" means a third-party payment network card (e.g., Global Processing Services) processor.

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

"Cookie Policy" means the cookie policy relating to the Website, which can be found on our website.

"Cooling-Off Period" means your fourteen (30) days statutory cancellation right to cancel your Subscription by the end of the following month, starting from the day you first sign up for Services.

"Counterparty" means the person you wish to send Electronic Money or money to.

"Counterparty Bank Account" means the bank account of the Counterparty.

"Electronic Money" means electronically stored value represented money

"Electronic Money Exchange" has the meaning set out in Clause 9.1(a).

"Exchange Rate" has the meaning set out in Clause 16 and the Fees Section;

"Fees Section" means the separate fees schedule outlining the fees we charge in relation to the Mogli Services, which can be found on our web site.

"FINMA" means the Financial Markets Supervisory Authority, [www.finma.ch](http://www.finma.ch)

"Force Majeure Event" means an event which is beyond the reasonable control of an affected party including without limit any market disruption, acts or restraints of government(s) or public authorities, war, strikes or other industrial action, fire, flood, natural disaster, explosion, terrorist action, the suspension or limitation of trading by any execution venue, or any breakdown, failure, defective performance or malfunction of any telecommunications settlement or other equipment or systems.

GT&C is an abbreviation for General Terms & Conditions.

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

"Instant Transfer" has the meaning set out in Clause 9.1(b).

"Mobile" means your smartphone or other electronic device upon which you have downloaded the Mogli Mobile App.

"Mobile app" means the mobile application accessible through your Mobile where you can obtain access to your Mogli eWallet.

"Mobile app GT&C" means the general terms and conditions governing your use of the Mobile app, which can be found on the Mobile app.

"Mobile PIN" means your personal identification number, which is entered onto the Mogli Mobile App to gain access to the Mogli eWallet.

“Monetary Exchange” is not a service in its own right but will be part of a Mogli Bank Transfer, an ATM Withdrawal or a Card Purchase and means redeeming Electronic Money in your Mogli Electronic Money Account and using it to purchase money in a different currency using our Exchange Rates;

“Physical Card” means the tangible plastic card issued to Users that allows Users to enter into ATM Withdrawals and Card Purchases.

“Subscription” or “Membership” means a monthly or annual fee deducted from your Mogli eWallet for services offered to you in the Mogli eWallet “Subscription Fees” means the fees payable for the service by a Mogli User, which are set out in the Fees Section.

“Restricted Countries” means those countries that do not appear on the Mogli eWallet.

"Mogli" "we," "us," or "our" means TM2 Treasury (CH) GMBH, the details of which are set out in Clause 2.1.

“Mogli Account” means your relationship with us as described in these GT&C.

"Mogli Account Profile" means your profile, accessible on the Mogli eWallet where you can view, among other things, your details, your membership status and your verification limits.

“Mogli Bank Transfer” has the meaning set out in Clause 9.1(c).

“Card” means both Physical Cards and Virtual Cards.

“Cardholder GT&C” means the terms and conditions between you and Mogli (acting on behalf of the Card Issuer) relating to the issuance to you and the use by you of the Card.

"Card Purchase" has the meaning set out in Clause 9.2(b).

“Card Transaction” has the meaning set out in Clause 9.2.

“Mogli eWallet” has the meaning set out in Clause 5.1.

“Mogli eWallet Transaction” has the meaning set out in Clause 9.1

“Mogli Electronic Money Account” means an account with us in which Electronic Money is held.

"Mogli Services" means you being given access to the Mogli eWallet via the Mobile App and being able to enter into Mogli eWallet Transactions, you being issued with a Card and being able to enter into Card Transactions and the management of your Mogli Account and any other services provided by Mogli to you from time to time.

“Mogli Transactions” means both Mogli eWallet Transactions and Card Transactions.

“Mogli Transaction History” means the list of Mogli Transactions you have entered into, which is available on the Mogli eWallet under the “Activities” function.

“Mogli Transaction Limits” means the limits Mogli imposes on the Mogli Transactions you can enter into, the details of which will be set out on the Mogli eWallet.

“Mogli User” means a user of Mogli, which is not you.

"Stored Card" means the credit card, debit card, or other payment card, which you register for use on the Mogli eWallet and which will be used by Mogli to receive funds against which we will issue Electronic Money to your Mogli Electronic Money Account or for other purposes under these GT&CGT&C.

"Supplement(s)" means an agreement between Mogli and you for the provision of separate services by Mogli or one of its partners to you, which will be set out on the Website.

"Third Party Bank Transfer" means a payment from a person, which is not you to one of our bank accounts, the details of which we shall provide to you, as part of the process of requesting a Top-Up.

"Top-Up" means you or a third party sending money to us in return for us issuing Electronic Money to your Mogli Electronic Money Account as further described in Clause 8.

"User", "you" or "your" means you being the person or business that has agreed to these GT&C to use the Mogli Services.

"User Bank Account" means a bank account belonging to you as beneficial owner.

"User Bank Transfer" means a transfer from a User Bank Account, performed by the User's payment service provider, to one of our bank accounts, the details of which we shall provide to you or your bank, as part of the process of requesting a Top-Up.

"Virtual Cards" means the virtual non-tangible cards that allow you to enter into Card Purchases.

"Website" means our general website, the web address of which is [www.mogli.app](http://www.mogli.app)

## 39. SCHEDULE 2 - SUBSCRIPTION FEE SCHEDULE

### Membership CHF 9 / mth

<b>Top-up</b>	up to CHF 1'000.-
<b>by Card:</b>	2.5% (min. CHF 3.-)
<b>by Bank:</b>	0.5% (min. CHF 1.-)
<b>by Cash (Post office):</b>	0.5% (min. CHF 1.-)
<b>Transfers within CH</b>	CHF 0.50 per transaction up to CHF 10'000.-
<b>SEPA payments (EUR)</b>	CHF 1.00 per transaction up to EUR 10'000.-
<b>SWIFT transfers to 140 countries</b>	CHF 10.- per transaction up to CHF 10'000.-
<b>Wallet2Wallet payments</b>	<b>Free of charge</b>
<b>Exchange 23 currencies at</b>	interbank PRIME rates up to CHF 10'000.-
<b>Virtual prepaid cards Instant Cornèrcard</b>	CHF 14.- one time fee
<b>Investigations</b>	
<b>Small:</b>	CHF 45.-
<b>Medium:</b>	CHF 90.-
<b>Large:</b>	CHF 180.-