



## GENERAL TERMS OF USE FOR MONI SERVICES

These General Terms of Use for MONI services (hereinafter “**Terms of Use**” or “**Agreement**”) apply to the services offered by MONI Nordic Oy (“**MONI**”) for use via the digital service platform accessible at the web address [eea.moni.com](http://eea.moni.com) or [my.moni.com](http://my.moni.com) (collectively “**Website**”) or through an application installed on the user’s device (“**MONI Application**”), the Website and MONI Application hereinafter collectively referred to as the “**Services**”).

These Terms of Use are separate and independent from the terms and conditions governing the use of the Mastercard® MONI prepaid card and the card account linked to the card (“**Paysafe Terms**”), as provided by Paysafe Financial Services Limited (“**Paysafe**”). While use of the payment card requires the creation of a MONI Account (as defined below), the agreement for any payment services provided under the Paysafe Terms is concluded between you and Paysafe directly. MONI is not liable for any losses resulting from your use of the payment card or the card account.

The Services may also allow you to access other third party contents and/or services which are subject to separate terms of use applicable to such supplementary contents or services.

### 1. PARTIES AND ACCEPTANCE OF THE AGREEMENT

The parties to this Agreement are MONI, on the one hand, and the legally competent natural person, who is at least eighteen (18) years of age, using any Service (“**User**”), on the other hand. Note that you may **not** use the Services and may **not** accept these Terms of Use if you are not at least eighteen years of age, or if you are otherwise unable to form a binding contract with MONI.

Upon registering to the Services, or by using any functionality of any of the Services, the User accepts these Terms of Use. By accepting these Terms of Use, the User warrants and represents that he or she has acquainted him or herself with these Terms of Use, and commits to abide by these Terms of Use in using the Services.

### 2. DEFINITIONS

“**Customer Interface**” shall mean the user interface provided by MONI to the User on our Website and/or via the MONI Application, through which the User can manage and monitor the MONI Account as well as other events, services and information pertaining to the User.

“**MONI Account**” shall mean the user account created for the User for the use of the Services.

“**Privacy Policy**” shall mean MONI’s policies currently in force regarding the protection of privacy and processing of personal data, accessible on our Website.

“**User Credentials**” shall mean the user name and password created by MONI or the User for the purpose of using the Service.

### 3. INFORMATION ABOUT THE SERVICE PROVIDER



MONI Nordic Oy (Business ID: 2588796-3) is a Finnish limited liability company domiciled in Helsinki, Finland, with its head office at Yliopistokatu 5, 00100 Helsinki, Finland.

If you have any questions regarding these Terms of Use, please contact MONI's Customer Service at: support@moni.com

#### **4. MONI ACCOUNT**

##### **Opening and using a MONI Account**

A MONI Account can be opened by a natural person with legal capacity, who is at least 18 years old, has a permanent residence in an EU or an EEA country and who has verified his or her identity via a mobile identification service or another identification method accepted by MONI at such time. Use of the MONI Account requires that the User registers as a user of the Services in the manner specified by MONI at such time. Registration requires that the User provides the requested correct and complete information and accepts these Terms of Use, the Privacy Policy and other terms stated in connection with the registration process, if any.

The User may access the MONI Account with User Credentials. The User shall keep the User Credentials secret and shall use them and the MONI Account with appropriate care and caution. The User may not hand over the User Credentials that are a part of the Service to any other person. Unless otherwise stipulated by mandatory provisions of the law, all legal acts arising from the use of the User's User Credentials shall become binding on the User. The User's duty of care regarding the appropriate and safe use of the User Credentials begins immediately when he or she receives or creates the User Credentials. The User shall observe any information security guidelines and any other instructions concerning the use of the User Credentials communicated from time to time by MONI.

The User must immediately notify MONI of the loss, unlawful possession by another person or unauthorized use of the Services or of User Credentials, by contacting MONI's customer service as detailed in these Terms of Use.

##### **Suspending and unblocking the use of a MONI Account**

MONI shall have the right to suspend the use of a MONI Account at its discretion, if:

- (1) the safe use of the MONI Account has been compromised; or
- (2) there is reason to suspect that the MONI Account is being used fraudulently or without permission

MONI shall not be responsible for any losses or damages caused to the User or any third party as a result of the use of the MONI Account being suspended as described above.

MONI strives to notify the User in advance of the suspension of the MONI Account and the grounds for doing so, through the Customer Interface, by using the contact details provided to MONI by the User, or via another reasonable method. Such notification may, however, be made



only after the use of the MONI Account has been suspended, if this is necessary in order to prevent or limit damages. No notification shall be made if making the notification would endanger the reliability or safety of the Services or is prohibited by law.

## **5. LIABILITY FOR UNAUTHORIZED USE OF THE MONI ACCOUNT**

The User shall be liable for the unauthorized use of the MONI Account that is part of the Services, if:

- (1) the User has handed or released control over the MONI Account, or the User Credentials to a party who is not authorized to use them;
- (2) the loss, unlawful possession or unauthorized use of the User Credentials is a result of the User having neglected his or her obligations under these Terms of Use or applicable laws to take appropriate care of the User Credentials; or
- (3) the User has neglected to notify MONI, without undue delay upon noticing it, of the loss, unlawful possession or unauthorized use of the User Credentials.

## **6. INFORMATION SECURITY AND DATA PROTECTION**

MONI is responsible for the information security of and data protection in the Services as well as of the processing of personal data and other information pertaining to the User in accordance with the terms and conditions of this Agreement, the Privacy Policy and applicable laws.

By accepting this Agreement, the User also acknowledges and accepts that in order to provide the Services MONI processes, stores and discloses the personal data of the User in the manner further described in the Privacy Policy.

## **7. SYSTEMS AND DEVICES**

The User is responsible for his or her own IT operating environment (software) and the information security of the devices, systems and services used by the User for receiving the Services, including without limitation any computer, mobile phone or other telecommunications device or connection.

MONI takes measures to ensure the security, integrity, availability and resilience of its information systems. MONI is not, however, under any circumstances liable for any damage resulting from or caused by the User's operating environment, systems, connections or devices.

## **8. INTELLECTUAL PROPERTY**

All intellectual property rights related to the Services and the MONI Application including copyright, trademarks and other intellectual property rights whether registered or not, shall remain the property of MONI and/or its licensors. For the duration of this Agreement, MONI hereby grants to the User a limited, non-exclusive right to use the Services and the MONI Application in accordance with these Terms of Use and any instructions or guidelines issued by MONI from time to time.



The User is not granted any other rights to the Services or the MONI Application besides the rights explicitly granted above.

## **9. ADDITIONAL TERMS REGARDING THE MONI APPLICATION**

The User shall not be entitled to

- (1) make copies of the MONI Application (excluding the right to make a backup copy of the MONI Application if such right is required under applicable law);
- (2) lease, lend, transfer, distribute or sub-license the MONI Application to third parties;
- (3) reverse-engineer the MONI Application; or
- (4) modify, alter or adapt the MONI Application or combine it with other products.

## **10. CONFIDENTIALITY**

Using the Service, the User may request certain information concerning the use of the Services. The User agrees to keep confidential any information concerning the financial status or transactions of other users of the Service, as well as any other information of confidential nature, and to use such information solely for the purposes of this Agreement. The User shall be liable to compensate any damage or losses caused to other users of the Services as a result of the User's breach of this clause. This clause shall survive the termination, cancellation or expiration of this Agreement.

## **11. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY**

To the extent permitted under applicable law, MONI grants no guarantee or warranty regarding the quality, functionality, merchantability, fitness for a particular purpose or non-infringement of the Services.

To the extent permitted under applicable law, MONI shall not be liable for any direct, special, incidental, indirect or consequential damages, including without limitation for any lost profits or lost data, that result from the use of, or the inability to use, the Services, even if MONI has been advised of the possibility of such damages. The User assumes total responsibility for his or her use of the Services. The only remedy of the User against MONI in connection with any damages arising from the User's use of the Services is to cease using the Services.

In the case MONI is found to be liable to the User for any damage or loss connected with the User's use of the Services, MONI's liability shall not exceed the amount of fees charged by MONI from the User for the Services.

If and to the extent applicable law does not allow the above limitations of warranty and liability, the above limitations shall not apply to the User.

## **12. INDEMNITY**

You agree to be fully responsible for (and fully indemnify us against) all claims, liability, damages, losses, costs and expenses, including legal fees, suffered by us and arising out of or related to any breach of the terms by you or any other liabilities incurred by us arising out of your use of the Services, or use by any other person accessing the Services using your device or internet access account; or your violation of any law or rights of any third party.

### **13. COMMUNICATION AND COMPLAINTS**

The User may contact MONI's customer service by email at the address: [support@moni.com](mailto:support@moni.com) or by telephone at the number: +358 600 12311 (on weekdays between the hours from 10am to 4pm EET/EEST, excluding national holidays in Finland).

Communication directed to the User is primarily sent via the Customer Interface. Messages and notifications are delivered to the Customer Interface, via e-mail or by another permanent way.

Communication languages are Finnish and English.

The user may file a complaint with MONI regarding the Services by sending a complaint notification via e-mail to the address [support@moni.com](mailto:support@moni.com). Complaint notifications on any error or breach of this Agreement must be sent within a reasonable time from the moment when the User noticed or should have noticed such error or breach.

### **14. DURATION AND TERMINATION OF THE AGREEMENT**

This Agreement shall be in force until further notice.

The User has the right to close his or her MONI Account and thus terminate this Agreement at any time without a notice period. MONI may terminate this Agreement upon two (2) months' notice. Neither party is required to state a reason for termination.

The notice period shall commence once the User has been given notice in a verifiable manner, e.g., through a notification delivered through the Customer Interface.

Upon termination of this Agreement, any receivables the parties may have from each other shall fall due fourteen (14) days from the termination.

For the sake of clarity, it is expressly stated that the termination of this Agreement shall not have effect on the validity of any agreements between the User and third parties.

### **15. AMENDING THE AGREEMENT**

If MONI intends to make changes in the Services in such a way that the changes constitute modifications of this Agreement, MONI shall provide the User a proposition regarding the intended modifications through the Customer Interface, via e-mail and/or on the Website at a minimum of two (2) months before the modifications are intended to take effect. If the User does not object to the proposed modifications by the date the modifications are intended to take effect, the User shall be deemed to have accepted them by continuing his or her use of the Services.



The User acknowledges and accepts that MONI constantly develops its Services and may implement additions to the features of the Services without a separate notification insofar as this does not constitute weakening of the rights or benefits granted to the User under this Agreement. MONI also reserves the right to unilaterally modify the Agreement by observing a shorter notification period than the aforementioned, if the modifications are required by applicable laws or orders issued by competent authorities.

## **16. ASSIGNMENT AND TRANSFER OF THE AGREEMENT**

The User is not entitled to assign or transfer this Agreement to a third party without the prior written consent of MONI. MONI is entitled to transfer this Agreement to such third party provided that such party has the right to engage in the operations constituted by the Services under the applicable law.

## **17. GOVERNING LAW AND DISPUTE RESOLUTION**

This agreement shall be governed by the laws of Finland excluding any choice-of-law provisions and the application of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

Disputes related to the Agreement shall be primarily resolved through negotiations between the parties. If the parties do not reach an agreement, disputes arising under this Agreement shall be resolved, except where prohibited and without limitation to any statutory rights for consumers, by the competent courts of Helsinki, Finland. However, MONI shall always have the right to take legal proceedings in the court of competent jurisdiction of the User's domicile. All claims shall be brought within one (1) year after the claim arises. Failure of either party to exercise any right under this Agreement shall not be deemed to be a waiver of such right.