



Please carefully read the General Terms & Conditions of the Add2kitty.com Money Pot Service Use. If you wish to become a user, you must read and accept them as a part of your registration process. By accepting them you declare that you are of British nationality or reside in Great Britain and comply with local rules and regulations.

Should you choose not to accept these General Terms & Conditions of Use, we advise that you discontinue navigating the website.

## **Definitions**

For the purposes hereof, the words here after are defined as follows:

**Bank:** See Mango Pay Terms and Conditions.

**Beneficiary:** Person designated as the beneficiary of the funds; the beneficiary can be the organizer him/herself;

**Credit Card:** Debit or credit card, valid in UK and not expired, subject to their authorisation by the Issuer (Visa, MasterCard, CB) used in order to pay a Participation.

**General Conditions of Use:** means this document

**Special Conditions:** means the information to be filled-in by the User for his or her registration with the Site which includes the information necessary to the entering into of this document and regarding, in particular, his or her last name, first name, date of birth, valid email address and password. Such information is provided to the Issuer for the purpose of the account opening.

**Account:** means the Electronic Money account opened by the Issuer in its books in the name of the User on demand of the Distributor. See Mango Pay for full terms and conditions.

**Money Pot/Kitty:** Means The totality of the funds gathered and held by Add2kitty with the aim to purchase a product from one of our partners or to carry out an event under the responsibility of the organizer. See Mango Pay for full terms and conditions.

**Contract:** means these General Conditions of Use together with the General Conditions of Sale and the associated Special Conditions.

**Distributor(s):** means Parameters Global LTD, registered with companies house, Cardiff under number 10766697, and owning Add2kitty.com that offer to its users the possibility of opening an Account, purchase Electronic Money issued by the Issuer through the Add2kitty.com and to use the Electronic Money in order to make a Payment Transaction to a Beneficiary. See Mango Pay for full terms and conditions.



**Login:** means the data necessary to the identification of a User by the Issuer which includes a User name (valid email address) and a password.

**Business day:** means a calendar day excepting Saturdays, Sundays, and public holidays in mainland UK.

**Electronic Money:** means the monetary value stored under an electronic support on the Issuer's server, and representing a receivable over the latter. The Electronic Monetary is issued by the Issuer in exchange for the User's delivery of the corresponding funds. See Mango Pay for full terms and conditions.

**Organizer:** Means the User who originated the creation of the funds and mandated by the participants to administer the funds.

**Participant:** User who contributed to the funds and, therefore, incumbent of a receivable of the deposited amount from Add2kitty. See Mango Pay for full terms and conditions.

**Contribution:** Amount of actual currency wired by a participant with the aim of establishing electronic monetary funds of the same amount held by Add2kitty. See Mango Pay for full terms and conditions.

**Product:** Product or service whose online purchase on a partner website is made possible via the platform of affiliation using the funds, in their entirety or not.

**Withdrawal:** means a wire transfer request by the Beneficiary to his/her bank account of the amount of the reimbursement receivable of Electronic Money. See Mango Pay for full terms and conditions.

**Reimbursement:** means a repayment by the Issuer of all or part of the Electronic Money held by the User. See Mango Pay for full terms and conditions.

**Website:** means the web site Add2kitty.com created and managed by the Distributor.

**User:** Any natural person acting on his or her own behalf and using the Electronic Money issued by the Issuer in order to execute payment Transactions. See Mango Pay for full terms and conditions.



## ***Purpose***

The purpose of these General Conditions of Use is to define the conditions on which the Issuer and the Distributor supply to the User the services of creation, management, and use of its money pots in return for the payment of the fees defined in the General Conditions of Sale.

These General Conditions of Use, completed the Special Conditions constitute the whole Contract entered into between the Parties regarding the service offered by Add2kitty.com

The User can, at all times and without any supplemental fees, obtain a copy of these documents on the Website. Only the Contract shall prevail in case of litigation.

## ***User registration***

### **Necessary and previous conditions to the registration**

In order to register, the User must be at least 18 years old and be legally capable throughout the duration of the Contract.

### **Registration procedure and creation of a user's account**

At his/her registration, the User shall provide, in particular, his/her last name, first name, email address and date of birth; citizenship; country of residence.

The User must indicate a login, which includes a User name (valid email address) and a password. He/she is solely responsible for maintaining the confidentiality of his/her Login. The User agrees not to use at any time the Accounts, name or User name owned by another User, neither to disclose his/her login to a third party. The User agrees to inform immediately the Issuer, in case he/she suspects a non-authorized use of his/her login at the following email address: [help@add2kitty.com](mailto:help@add2kitty.com) He/she is solely responsible for any use of his/her login.

By accepting these General Conditions of use, you agree that the Distributor processes your registration to the dedicated service of the Issuer, whenever it deems necessary. The creation of your User Account formalises the creation of the contract. The Issuer and the Distributor may give no effect to an application for registration without motivation or right to compensation. The Issuer, through the Distributor, is allowed to request for further information and identification data to the User, and all supporting documents it may consider useful.

The User declares at the registration and throughout the duration of the Contract that:



- (a) that he/she is at least 18 years old;
- (b) that all information provided during the registration are true, accurate and up-to-date.

### **Limitations of the money pot 's use**

As long as the User has not provided the documents required by the Issuer allowing the latter to verify his or her identity, the following limitations will be imposed on the individual User:

- A total amount of 2.500 GBP maximum- Electronic Money owned by a User during one calendar year via the same Website, and
- A total amount of 1.000 GBP maximum of reimbursement of Electronic Money during one calendar year via the same Website.

Upon receipt of the following documents subject to such documents be deemed satisfactory by the Issuer, the latter may release the limitations applying to the User:

- The copy of an official and valid identity document: for UK Citizens is the passport;
- If the Beneficiary is not the beneficial owner of the funds, the identity of the beneficial owner with a copy of his or her identity card or his or her passport if he or she is a foreigner, and eventually;
- Proof of residence that may be requested at the discretion of the Issuer.

Upon receipt of the following documents subject to such documents being deemed satisfactory by the Issuer, the latter may release the limitations applying to the legal entity User:

- Statutes;
- A recent extract of the register of incorporation.
- The headquarter address and the legal system governing the constitution and the functioning of the company.
- Declaration form of all the beneficial owners owning more than 10% of the shared capital, signed by the managers, and the ID's of individual beneficial owners.
- ID of the manager or of the duly empowered individual to engage the company.
- The bank details of the company.

Upon receipt of the following documents subject to such documents be deemed satisfactory by the Issuer, the latter may release the limitations applying to the organization User:



- Statutes;
- ID of the president of the organization;
- Receipt of statement creation.

In addition, it is expressly provided that the Issuer retains the possibility to request the above documents to identify the Users and the beneficial owner of the Account in accordance with applicable regulations from the opening of the account.

## ***Creation and functioning of the money pot***

### **Creation of the money pot by the organizer**

The organizer creates the funds through Add2kitty's website. At the time of the creation of the funds, the organizer must indicate:

- the beneficiary
- the name of the event [a collective gift, a trip, a financial contribution to a recreational activity, etc.];
- the name of the funds;
- the target amount of the funds (the "target amount"), which must be greater than 10 GBP;
- The email address of each participant [friends, colleagues, etc.];
- The email addresses of all participants must be valid, active, and updated

The organizer is solely responsible for the administration of the funds. A money pot can ONLY be valid and spent if there are minimum two different participants to the money pot in question.

The sufficient designation of the beneficiary or the event to the participants is the sole responsibility of the organizer; any false or misleading designation of the beneficiary or the event may involve the responsibility of the organizer towards the participants.

### **Management of the money pot by the organizer**

The organizer is solely responsible for the administration of the funds.

In particular, the organizer can, at any time, choose:

- to decrease the target amount, within twice the limit of a minimum of 25% of the target amount and of the total amount already paid, knowing that the target amount cannot be under 10 GBP;
- to increase the target amount;



- to invite new participants, to the extent of 500 participants.
- to cancel the funds ("cancellation")
- In the event of cancellation, the amount of each contribution, minus the fees for reimbursement of expenses, will be refunded to the concerned participant, within 15 business days;
- the cancellation of the funds is solely up to the organizer and is requested via email at the following address: help@add2kitty.com

### **Contribution to a money pot**

The organizer is notified via email of any new contribution.

Upon contributing to the funds, a participant gives power of attorney to the organizer, under condition precedent, to use whole or part of the Money Pot, up to the amount collected in the funds, in order to receive the amount of the contribution in order to finance an event.

### **Withdrawal of the money pot**

The organiser understands upon receiving a request for a withdrawal there is a 5% charge of the total money pot upon withdrawal or gifting of the pot approval.

### ***Amendment to the contract***

The Issuer retains the right to modify the General Conditions of Use at any time. Such amendments are made available by the Distributor to all Users at the address provided at their registrations. Any User may refuse the amendments proposed and must notify his/her refusal to the Distributor's Customer Service by registered letter with acknowledgement of receipt before the date of effectiveness of the amendments (stamp of postal office as a proof) at the address of the Distributor.

In the event of failure to notify his/her refusal before the date of effectiveness, or failing that, before a 7 (seven) day period after they are posted on the Website, the User shall be deemed to have accepted the amendments proposed. The relationship between the Parties after the date of effectiveness shall be governed by the new version of the General Conditions of Use.

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

In case of refusal by the User of the amendments, he/she has the right to obtain the termination of the General Conditions of Use, without any fees, and the Reimbursement of the units of Electronic Money that he/she owns.



### ***Liability of the distributor under the access to the site***

The Distributor shall not be held liable to the Users for errors, omissions, interruptions or delays of the transactions executed through the Website resulting in an unauthorized access to the Website. Moreover, the Distributor shall not be held liable for thefts, destructions or unauthorized communications of data resulting from unauthorized access to the Website.

The Distributor retains the right to temporarily suspend the online access to the Account for technical or maintenance reasons without any compensation. He undertakes to limit this type of interruption to a strictly minimum.

The Distributor undertakes to do its best to insure the safety and the confidentiality of the data exchanged under the use of the Website in accordance with the General Conditions of the Website, while the Issuer is in charge of the security and the confidentiality of data it hereby exchanges with the User regarding the creation and the management of the Account and the Transactions concerning this Account.

### ***Exemption case of liability of the issuer and the distributor***

The Issuer does not exercise any control on the compliance, security, legality, characteristics and adequate character of the products or services, which are underlying to the Transactions. In this respect, the User shall collect all the useful information before purchasing the products with full knowledge of the facts. Each purchase made by the User gives rise to a contract directly created between the User and the vendor to which the Issuer is not concerned. Therefore, the latter cannot be held liable for the non-performance or poor performance of the obligations resulting therefore, nor for potential damages caused to the User as such.

Notwithstanding any clause to the contrary in this Contract, the liability of the Issuer towards a User is limited to the repair of damages directly caused by the non-performance of a contractual obligation under this contract

### ***Commitment of the user***

The User guarantees that nothing in his/her profile on the Site shall affect third party rights or is contrary to law, public order and good conduct.

He/she undertakes not to:

- Perform the Contract in an illegal manner or within conditions which may damage, deactivate, overload or affect the Site;



- Appropriate illegally the identity of any other person or entity, falsify or withhold your identity, your age or create any false identity;
- Distribute personal data or information about a third party, such as postal address, phone number, email address, credit card numbers, etc.;

In case of default to these obligations, the Issuer retains the right to take every appropriated measure in order to stop the concerning behaviour. It therefore retains the right to delete or remove any content or information considered as inappropriate. It can also suspend and cancel his login and block the access to his/her Account.

Without prejudice to proceedings brought by third parties, the Issuer has the right to bring legal action in its own name in order to repair the prejudice personally suffered due to breaches that are attributable to it under this Contract.

If the User notes a breach of obligations above mentioned, he/she is invited to report such acts to us by contacting the Customer Service at this following email address: [help@add2kitty.com](mailto:help@add2kitty.com).

### ***Right of withdraw***

The User has a deadline of 14 (fourteen) calendar days to pursue his/her right of withdrawal, without having to neither justify any motive nor sustain any penalty. This deadline for withdrawal shall be computed from the day of its registration as a User.

The User must notify his/her request of withdrawal within the deadline prescribed to the Customer Service of the Distributor by telephone or by email and submit a confirmation letter at the postal address of the Customer Service of the Distributor.

### ***Personal Data and obligation of confidentiality***

The User agrees that contact details and personal information about him/her be communicated to the companies of the group to which the Issuer belongs as well as operational service with whom it is in a contractual relationship for the purpose of the execution of transactions and services offered subject to the third parties recipients of personal data be subject to rules ensuring adequate level of protection as defined in UK law.

He/she may at any time object to receiving commercial solicitation, have his or her contact details amended, object to their disclosure by notifying by registered letter or e-mail followed by a request of receipt to the customer service of the Issuer. This letter shall indicate his/her last name, first name and Login. In accordance with the applicable regulation, such letter must also be





signed, accompanied with the photocopy of an identity document containing the signature of the User and indicate the address where he/she wishes to receive the response. A response will be sent to the address indicated within a period of 2 (two) months following the receipt of the request.

The Issuer will store the information and personal data within the maximum legal or regulatory period applicable depending on the purpose of each data processing.

The conditions of collection, possession and access to personal data collected by the Issuer and under its responsibility regarding the access to the Website, are governed by the General Conditions of the Website and the privacy policy, which is published on the Website.

### ***Agreement of proof***

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

### ***Application law and competent jurisdiction***

Save for the case of application of a public policy law (which will apply within the strict limits of its purpose), it is expressly stipulated that the Contract is subject to UK law and that any litigation between the Parties under this latter shall be subject to the jurisdiction of the competent UK courts.

### ***Add2kitty acceptable use policy***

#### **Prohibited activities**

You may not use Add2kitty.com service for activities that: violate any law, statute, ordinance or regulation. Relate to transactions involving (a) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (b) drug paraphernalia, (c) cigarettes, (d) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (e) stolen goods including digital and virtual goods, (f) the promotion of hate, violence, racial intolerance or the financial exploitation of a crime, (g) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (h) sexually oriented services, (i) ammunition, firearms, or certain firearm parts or accessories. Relate to transactions that (a) show the personal information of third parties in violation of applicable law, (b) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes, (c) are



used to process a C2C or C2B payment for a good or a service between two parties, (d) involve gambling, or (e) involve offering or receiving payments for the purpose of bribery or corruption.

**Violations of the acceptable use policy**

We encourage you to report violations of this Acceptable Use Policy to Add2kitty.com immediately. If you have a question about whether a type of transaction may violate the Acceptable Use Policy, you can email [help@add2kitty.com](mailto:help@add2kitty.com)