

Terms of Use

IMPORTANT: PLEASE READ THIS TERMS OF USE AND PRIVACY NOTICE CAREFULLY AS THEY GOVERN YOUR USE OF THIS PRODUCT AND SERVICES

These Terms of Use apply to your access and use of products, content and services offered by Claim and Get Ltd a company registered in the UK or its subsidiaries (“Company”), such as apps and related updates, upgrades, features and online mobile services, platforms, and websites associated with Company (collectively “Services”).

BY USING SERVICES, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE, DO NOT USE THE SERVICES.

1. ACCEPTANCE OF TERMS OF USE

These Terms of Use (the “Terms” or the “Agreement”) are between you (“user” or “you”) and Company.

1.1. Modification of Terms. Company reserves the right to update, change or replace any part of these Terms by posting updates and/or changes at any time, and we encourage you to review these Terms regularly. The date of the most recent revision will appear on the top page of these Terms. If you do not agree with these Terms do not install or use Services.

1.2. Content of Services. Any materials, information or reports published, distributed or otherwise made available in Services are published for information purposes and are subject to change at any time without notice.

1.3. Services. The Company undertakes to do all the work that is preparatory to the conclusion of a contract by Client for the provision of financial services, particularly for opening an account (“Balance”). The preparatory work shall include without limitations making representations on behalf of Client, helping to set the terms under which the Balance will be open, searching for the best suitable solution for Client. The Services shall be deemed provided when the Balance is open. In this case the Company shall be entitled to receive a payment for the provided Services (“Service fees”).

By accepting these Terms and Conditions, Client expresses his will to open a special temporary Client’s account, generated in order to obtain Compensation (“Balance”). In order to open a Balance, Compensair shall engage third parties. For this purpose, by accepting present Terms and Conditions, Client agrees with the Terms and Conditions of our Partner.

https://mangopay.com/terms/MANGOPAY_Terms-EN.pdf

Services do not provide investment, legal or tax advice and nothing herein should be construed as being financial, legal, tax or other advice.

Company is not a financial institution, we are acting as a financial intermediary and your application to open an account will be transferred to third parties.

Payment Policy, Privacy Policy, Cookie Policy are integral part of the Terms and Conditions.

2. USE OF SERVICES

You agree that your use of Services will be in compliance with all applicable local, state, provincial, national and international laws, rules and regulations.

2.1. Age restriction. By agreeing to these Terms, you represent that you are at least the age of majority in your state or province of residence. The Services are not intended for users under the age of 18 and we do not knowingly collect personal information from users under the age of 18. Users under the age of 18 are expressly prohibited from submitting any personal information.

2.2. Account registration. To use certain Services you must register for a user account ("Account"). To create an account, you must have a valid email address, and provide truthful and accurate information. You are responsible for the activity on your Account; it's yours, and you should not share it. Your Account may be suspended or terminated if its activity violates these Terms. Your Account will remain active unless and until you choose to cancel it or we terminate it. You agree to promptly update your account and other information, including your email address and financial information (if any), so that we can complete your transactions and contact you as needed.

2.3. User responsibilities. You may not use Services for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). All information and functionalities contained within the Services are not directed at or intended for use by any person resident or located in any jurisdiction where (1) the distribution of such information or functionality is contrary to the laws of such jurisdiction; or (2) such distribution is prohibited without obtaining the necessary licenses and such licenses or authorisations have not been obtained.

A breach or violation of any of these Terms will result in an immediate termination of your Services. We reserve the right, in addition to our other remedies, with or without notice, to immediately disconnect from the Service any equipment, hardware, software, product and/or service causing interference with us, our licensors, vendors, service providers, or the Services.

2.4. Rules of conduct. In addition to other prohibitions, you are prohibited from using Services for the following purposes:

- (a) for any unlawful purpose;
- (b) to solicit others to perform or participate in any unlawful acts;
- (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- (e) to submit false or misleading information;
- (f) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, or the Internet;
- (g) to collect or track the personal information of others;
- (h) for any obscene or immoral purpose;
- (i) to interfere with or circumvent the security features of the Services or any related website, or the Internet.
- (g) uses any bots, cheats, macros, scripts, or other unauthorized software programs or tools; or
- (k) uses any automated or manual process to copy, harvest, crawl, index, scrape, spider, mine, gather, extract, compile, obtain, aggregate, capture, or store any content, or any other information available through the Services.

To enforce the rules, the Company reserves the right to monitor the use of the Service to confirm compliance with these Terms, and reserves the right to remove any information for any reason. You remain solely responsible for any content you submit in connection with the Service.

3. PERSONAL INFORMATION

When you use Services, the Company may collect and store data from your computer or device as further explained in the Privacy Notice [link].

4. MODIFICATION TO SERVICES

Services are subject to change without notice. We reserve the right at any time to modify or discontinue the Services (or any part thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Services. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of the Company. We reserve the right to discontinue any Service at any time.

5. OTHER SOFTWARE, UTILITIES AND TOOLS

We may provide you with access to third-party tools and services over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms.

6. THIRD-PARTY LINKS

Certain content, products and services available via our Services may include materials from third-parties. Third-party links on this site may direct you to third-party websites or resources that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party’s policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

7. NO WARRANTY

Services will be provided with reasonable care and skills and no other promises or warranties about the services are made.

8. LIMITATION OF LIABILITY

TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER COMPANY NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES

FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT COMPANY OR ANY OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

You are solely responsible for acquiring and maintaining such electronic devices and equipment that can handle and will allow you to access and use Services and for taking adequate and appropriate data security measures in accordance with good industry practice to protect yourself against fraud or cyber-attacks on a continuous basis (e.g. by using the most recent browser versions, and installing recommended security patches and up-to-date anti-virus programs and firewalls). We specifically disclaim all liability for any tampering with any user's computer system by unauthorized parties, or for losses or liabilities suffered by any user arising from viruses or attacks by hackers.

9. INDEMNITY

You will indemnify and hold harmless Company and its officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (i) your access to or use of the Services or Content, (ii) your user content (if any), or (iii) your violation of these Terms.

10. SEVERABILITY

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

11. TERMINATION

The obligations and liabilities of the parties incurred within these Terms are effective unless and until terminated by either you or us. You may terminate these Terms of Use at any time by notifying us that you no longer wish to use our Services, or when you cease using our application. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

Even if the Services, your ability to access, visit and/or use the Service or any portion thereof is terminated, discontinued, suspended or restricted, by you or by us, we have no obligation to (but we may in our discretion) remove any content, and therefore copies of all information you may have posted, uploaded, transmitted, sent or otherwise made available on or through the Service may be retained and/or remain viewable by us, our licensors, vendors, service providers and/or other third parties. Company has no obligation to retain, store, or provide you with any information with regard to content you may have posted, uploaded, transmitted, sent or otherwise made available on or through the Services.

12. GOVERNING LAW AND FORUM CHOICE

These Terms and any other separate agreements concluded in relation to the Terms will be governed by and construed in accordance with the laws of England, except if otherwise agreed. The exclusive jurisdiction for all Disputes (defined below) will be a court with jurisdiction in London, and you and Company each waive any objection to jurisdiction and venue in such courts.

13. DISPUTE RESOLUTIONS

13.1. We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services or content (collectively, "Disputes") will be resolved solely by a relevant court with jurisdiction in London. You and Company agree that the chosen court governs the interpretation and enforcement of these Terms, and that you and Company are each waiving the right to a trial by jury or to participate in a class action.

13.2. Class Action Waiver. YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties' dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

14. GENERAL TERMS

14.1. Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between Company and you regarding the Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Company and you regarding the Services. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Company's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Company may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

14.2. Waiver of Rights. The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Company. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

14.3. Notices. Any notices or other communications provided by Company under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

15. CONTACT INFORMATION

If you have any questions about these Terms or the Services, you may contact us by email at:

team@claimandget.com

Or by postal mail at:

128 City Road, London, United Kingdom, EC1V 2NX

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