

1. Preamble

1.1. These Terms of Use ("Terms") apply to the website located at mirocard.com (the "Company") and govern the Customer's access to and use of the Services made available through the Company.

These Terms of Use ("Terms") govern the Customer's access to and use of the Website, the Company's technical platform, and the related technology services (collectively, the "Services"). The Company provides a technology solution that facilitates access to virtual payment card products and related services offered and operated by independent third-party licensed financial institutions and card program providers ("Card Providers").

1.2. The Company is not a bank, payment institution, electronic money institution, card issuer, money transmitter, financial intermediary, or other licensed financial services provider. The Company does not issue payment cards, execute payment transactions, safeguard customer funds, or provide regulated financial services. Any virtual payment card made available through the Services is issued exclusively by the applicable Card Provider under its own terms, conditions, licenses, and regulatory obligations.

1.3. These Terms constitute the Company's public offer regarding the use of its technology platform and related Services. By registering an Account, accessing the Website, or otherwise using the Services, the Customer acknowledges that they have read, understood, and agreed to be bound by these Terms and all applicable Internal Policies.

1.4. The Customer acknowledges and agrees that the availability, issuance, maintenance, suspension, renewal, replacement, and termination of any virtual payment card are determined solely by the applicable Card Provider. The Company does not guarantee that any application for a virtual card will be approved, that any card will remain available, or that any particular functionality will be provided.

1.5. The Company acts solely as a provider of technical infrastructure and software enabling Customers to interact with Card Providers through the Website. Except where expressly stated otherwise, the Company assumes no responsibility or liability for any products or services supplied by any third party, including Card Providers, payment networks, payment processors, banking institutions, or other service providers.

1.6. All information made available through the Website is provided solely for general informational purposes and on an "as is" and "as available" basis. The Company makes no representation or warranty, express or implied, regarding the accuracy, completeness, reliability, availability, or suitability of such information and disclaims any obligation to update it. Customers should independently evaluate all information before relying upon it.

2. Definitions

For the purposes of these Terms, the following definitions shall apply:

- Account means the Customer's personal user account created on the Website for accessing and using the Services.

- Card Provider means an independent third-party financial institution, payment institution, electronic money institution, card issuer, or other licensed entity that issues, manages, or administers virtual payment cards and related financial services.
- Customer means an individual who has successfully completed registration, accepted these Terms, and is authorized to use the Services.
- Fees means the service fees, subscription fees, or other charges payable for the use of the Services, as published on the Website or otherwise communicated to the Customer.
- Internal Policies means the Company's policies published on the Website.
- Parties means the Company and the Customer collectively, and Party means either of them individually.
- Services means the technology platform, software, website functionality, and related technical services provided by the Company to facilitate Customer access to virtual payment card services offered by Card Providers.
- Virtual Card means a virtual payment card issued exclusively by a Card Provider and made accessible to the Customer through the Services.
- Website means the Company's official website (mirocard.com) and any associated web applications, mobile applications, or online interfaces through which the Services are made available.

3. Eligibility Requirements

By accessing or using the Services, You represent, warrant, and agree that, on a continuing basis:

- You are at least eighteen (18) years of age and possess full legal capacity to enter into these Terms;
- You access and use the Services solely for Your own personal, lawful, and non-commercial purposes and not on behalf of any other individual;
- All information, documents, and declarations provided by You are true, accurate, complete, and kept up to date;
- You are not subject to any applicable sanctions, restrictive measures, or legal prohibitions that would prevent Your use of the Services;
- Your access to and use of the Services comply with all applicable laws and regulations in the jurisdiction(s) relevant to You.

Access to certain Services, including access to Virtual Cards, may be subject to identity verification, customer due diligence, sanctions screening, and other compliance procedures performed by the Company and/or the applicable Card Provider in accordance with applicable legal and regulatory requirements.

Completion of any verification process does not guarantee that a Customer will be granted access to any particular Service or that a Virtual Card will be issued. Any decision to issue, refuse, suspend, restrict, replace, or terminate a Virtual Card is made solely by the applicable Card Provider in accordance with its own policies, legal obligations, and risk assessment criteria.

The Company may, at any time and without prior notice where permitted by applicable law, refuse, suspend, limit, or terminate access to the Services if:

- the Customer no longer satisfies the eligibility requirements set out in these Terms;
- the Company reasonably believes that continued access may expose the Company, a Card Provider, or any third-party service provider to legal, regulatory, operational, security, fraud, or reputational risks;
- the Company is required to do so by applicable law, regulatory authority, court order, competent authority, or contractual obligation with a Card Provider or other third-party service provider; or
- the Customer breaches these Terms, the Internal Policies, or any applicable terms of a Card Provider.

The Company shall have no liability for any refusal to provide access to the Services or for any decision of a Card Provider regarding the issuance, availability, suspension, restriction, or termination of a Virtual Card.

4. KYC / AML Requirements

To access or continue using the Services, the Customer shall comply with these Terms, the Company's AML/CTF Policy, Privacy Policy, and any other applicable Internal Policies, each as amended from time to time. The AML/CTF Policy forms an integral part of these Terms and is incorporated herein by reference.

The Customer acknowledges and agrees that access to certain Services, including Virtual Cards, may be subject to identity verification, customer due diligence, sanctions screening, ongoing monitoring, and other compliance procedures carried out by the Company and/or the applicable Card Provider in accordance with applicable laws, regulatory requirements, and internal compliance policies.

For these purposes, the Customer shall:

- provide complete, accurate, current, and truthful information and documentation requested by the Company or the applicable Card Provider;
- promptly notify the Company of any changes to previously submitted information and, upon request, provide updated documentation;
- promptly respond to any request for additional information, documentation, explanations, identification documents, or other materials reasonably requested by the Company or the applicable Card Provider for identity verification, customer due diligence, risk assessment, fraud prevention, sanctions screening, investigation of suspicious activity, or compliance with applicable legal, regulatory, contractual, or internal compliance requirements;

- ensure that all information and documents submitted are authentic, valid, complete, and not misleading, and do not conceal or misrepresent any material fact.

The Customer represents and warrants that all information and documentation submitted in connection with the Services remain accurate throughout the Customer's use of the Services and agrees to cooperate with any ongoing verification or compliance review requested by the Company or the applicable Card Provider.

The Company may rely upon any information and documentation provided by the Customer without independently verifying its authenticity, except where the Company determines that additional verification is necessary or appropriate.

The Company and/or the applicable Card Provider may, at any time during the Customer's use of the Services, request additional identification documents, information, explanations, or other materials where reasonably necessary for compliance, security, fraud prevention, customer due diligence, or risk management purposes.

The Company may, at its sole discretion and without prior notice where permitted by applicable law, refuse, suspend, restrict, or permanently terminate access to any or all Services and close the Customer's Account if:

- the Customer fails or refuses to complete any required verification or compliance procedure;
- the Customer fails to provide any requested information or documentation within the timeframe specified by the Company;
- any information or documentation provided is inaccurate, incomplete, misleading, expired, or cannot be satisfactorily verified;
- the Customer fails to comply with these Terms, the AML/CTF Policy, or any other Internal Policy;
- the Company or the applicable Card Provider reasonably determines that continued access presents legal, regulatory, fraud, security, operational, or reputational risks.

Completion of any identity verification or compliance procedure does not create any obligation for the Company or any Card Provider to provide access to any Service or to issue, maintain, or continue any Virtual Card.

Any refusal, suspension, restriction, termination of the Services, or closure of the Customer's Account pursuant to this Section may be effected without liability to the Company and shall not entitle the Customer to any compensation, damages, reimbursement, or other claims against the Company.

The Company shall not be liable for any delay, refusal, suspension, restriction, termination of the Services, or closure of the Customer's Account resulting from compliance with applicable laws, regulatory requirements, the Company's Internal Policies, or any decision made by the applicable Card Provider in connection with compliance or risk management procedures.

5. Services

5.1 Scope of Services

The Company provides a technology platform through which Customers may access certain software tools, interfaces, and related technical services designed to facilitate access to virtual payment card products made available by independent Card Providers.

Subject to availability and applicable eligibility requirements, the Services may include:

- creating and managing a Customer Account;
- submitting requests for Virtual Cards made available by Card Providers;
- accessing information relating to available Virtual Cards;
- completing identity verification and compliance procedures, where applicable;
- receiving technical support, account notifications, and other communications relating to the Services.

The Company may modify, suspend, discontinue, or limit any part of the Services at any time without prior notice, except where otherwise required by applicable law.

5.2 Role of the Company and the Card Provider

The Company solely provides the technical infrastructure through which Customers may access services offered by independent Card Providers.

The Company does not issue, sponsor, operate, administer, manage, or control any Virtual Card or card program and is not responsible for the provision of financial or payment services associated with any Virtual Card.

Each Virtual Card is issued, maintained, and administered exclusively by the applicable Card Provider under its own terms and conditions.

By requesting, activating, or using a Virtual Card, the Customer acknowledges and agrees that:

the applicable Card Provider is solely responsible for the issuance, activation, maintenance, suspension, restriction, replacement, renewal, and termination of the Virtual Card;

- the Company is not a party to any agreement between the Customer and the applicable Card Provider and assumes no responsibility for the Card Provider's acts, omissions, products, or services;
- any rights and obligations relating to the Virtual Card are governed exclusively by the applicable terms and conditions of the Card Provider;
- the applicable Card Provider may independently perform customer identification, customer due diligence, enhanced due diligence, sanctions screening, fraud prevention, transaction monitoring, or any other compliance procedures required under applicable law or its internal policies.

The Company acts solely as a technology service provider and does not provide banking, payment, electronic money, money transmission, custody, investment, or other regulated financial services.

The Company does not receive, hold, safeguard, manage, control, or have access to Customer funds or payment balances associated with any Virtual Card and does not execute, authorize, settle, or process payment transactions.

All financial services relating to a Virtual Card, including issuance, balance administration, payment processing, authorization, settlement, funding, and any other regulated financial activities, are performed exclusively by the applicable Card Provider and, where applicable, other authorized third-party financial institutions.

The Company makes no representation or warranty regarding the availability, functionality, acceptance, uninterrupted operation, or continued availability of any Virtual Card or any services provided by a Card Provider and shall not be liable for any act, omission, delay, interruption, suspension, restriction, or failure of any Card Provider or other third-party service provider.

6. Customer Rights and Responsibilities

6.1 The Customer agrees to:

Subject to these Terms and the Internal Policies, the Customer may:

- access and use the Services in accordance with these Terms;
- receive information regarding the Services, these Terms, and the Internal Policies;
- receive reasonable technical support relating to the operation of the Services;
- request assistance regarding technical issues affecting access to the Services.

Nothing in these Terms guarantees the availability of any particular Service or Virtual Card or creates any obligation on the part of the Company or any Card Provider to provide or continue providing any Service.

6.2 Customer Responsibilities

The Customer shall at all times:

- comply with these Terms, the Internal Policies, and, where applicable, the terms and conditions of the relevant Card Provider;
- comply with the Company's AML/CTF Policy and cooperate with any compliance or verification procedures requested by the Company or the applicable Card Provider;
- provide complete, accurate, current, and truthful information throughout the Customer's use of the Services;
- promptly notify the Company of any change to information previously provided where such change may affect the Customer's eligibility or continued use of the Services;
- maintain the confidentiality and security of all login credentials, authentication methods, devices, and security information associated with the Account;
- immediately notify the Company upon becoming aware of any unauthorized access to the Account or any suspected security incident;
- use the Services only for lawful personal purposes and refrain from using the Services for any unlawful, fraudulent, deceptive, abusive, or unauthorized activity, including money laundering, terrorist financing, sanctions evasion, fraud, identity theft, tax evasion, or any activity prohibited by applicable law;

- refrain from circumventing or attempting to circumvent any technical, security, compliance, geographic, or access restrictions implemented by the Company or any Card Provider;
- refrain from permitting any other person to access or use the Account without the Company's prior written authorization;
- remain solely responsible for all activities carried out through the Account using the Customer's credentials, except to the extent caused solely by the Company's gross negligence or willful misconduct.

The Customer acknowledges that failure to comply with these obligations may result in the suspension, restriction, or termination of access to the Services without prior notice where permitted by applicable law.

7. Company's Rights and Responsibilities

The Company shall use commercially reasonable efforts to make the Services available but does not guarantee that the Services will operate uninterrupted, error-free, securely, or continuously.

The Company may, at any time and without prior notice where permitted by applicable law:

- modify, update, enhance, replace, suspend, restrict, or discontinue any part of the Services;
- introduce new functionality, features, technical requirements, or operational procedures;
- perform scheduled or emergency maintenance;
- suspend or restrict access to the Services where reasonably necessary to protect the security, integrity, or availability of the Services or to comply with applicable law, regulatory requirements, contractual obligations, or Internal Policies.

The Company may verify the Customer's compliance with these Terms, the Internal Policies, and applicable legal or regulatory requirements and may request additional information or documentation at any time.

The Company may refuse, delay, suspend, or reject any request relating to the Services where the Company reasonably believes that such action is necessary to:

- comply with applicable law, regulatory requirements, court orders, or requests from competent authorities;
- comply with obligations imposed by a Card Provider or another third-party service provider;
- prevent fraud, abuse, unauthorized access, cyber threats, security incidents, or other unlawful activity;
- protect the Company, Customers, Card Providers, or other third parties from legal, financial, operational, security, or reputational risk.

For security and compliance purposes, the Company may implement and use technical measures including authentication procedures, device verification, IP address analysis, geolocation controls,

fraud detection systems, sanctions screening tools, and other security mechanisms that the Company considers appropriate.

The Company may monitor the use of the Services to the extent permitted by applicable law for security, fraud prevention, compliance, operational, and service improvement purposes.

Nothing in these Terms shall be interpreted as creating any obligation on the Company to issue, maintain, or ensure the availability of any Virtual Card or to perform any financial, payment, banking, or regulated services, all of which remain the sole responsibility of the applicable Card Provider.

8.Regulatory Cooperation

The Customer agrees to cooperate with the Company, the applicable Card Provider, and any competent governmental, regulatory, judicial, or law enforcement authority in connection with any lawful request, inquiry, investigation, audit, or compliance review relating to applicable law, fraud prevention, sanctions, anti-money laundering, counter-terrorist financing, or other legal or regulatory requirements.

Upon request, the Customer shall promptly provide any information or documentation reasonably required by the Company or the applicable Card Provider for compliance purposes.

Failure to cooperate or to provide the requested information may result in the refusal, suspension, restriction, or termination of the Customer's access to the Services, where permitted by applicable law.

The Company shall not be liable for any action taken in good faith to comply with applicable law, regulatory requirements, or requests made by a competent authority or the applicable Card Provider.

9. Fees And Payments

9.1 Fees

The Customer agrees to pay all applicable Fees for the Services, as published on the Website or otherwise communicated by the Company from time to time.

The Company may modify the applicable Fees at any time. Any updated Fees shall apply upon publication on the Website or as otherwise communicated to the Customer.

The Customer is solely responsible for any taxes, duties, exchange fees, network fees, or other charges imposed by third parties in connection with any payment made for the Services.

9.2 Payments

Amounts paid to the Company are treated solely as prepayment for the Company's Services and constitute payment of the Fees payable for such Services.

The Customer acknowledges and agrees that such amounts:

- are paid solely as consideration for the Company's Services;
- do not constitute a bank deposit, payment account, electronic money, stored value, digital wallet, custodial account, trust account, or any other regulated financial product or service;
- do not earn interest or any other financial return; and
- do not create any obligation on the Company to safeguard, hold, administer, or maintain such amounts on behalf of the Customer.

The Company does not provide banking, payment, money transmission, electronic money, custody, or other regulated financial services.

For the avoidance of doubt, any payment, authorization, settlement, chargeback, reversal, merchant refund, or other operation relating to the use of a Virtual Card is separate from the Customer's prepayment for the Company's Services and is governed exclusively by the applicable Card Provider and its applicable terms and conditions.

9.3 Refunds

This Section applies solely to requests for the refund of prepayments made to the Company for the Company's Services. It does not apply to any refund, reversal, chargeback, dispute, or other claim relating to purchases made using a Virtual Card, all of which are governed exclusively by the applicable Card Provider and its applicable terms and conditions.

Except where required by applicable law, prepayments made to the Company for the Company's Services are generally non-refundable.

Any request for the refund of a prepayment shall be considered by the Company on a case-by-case basis and in its reasonable discretion, taking into account these Terms, the Internal Policies, the circumstances of the request, and any applicable legal or regulatory requirements.

The Company may decline a refund request, including where:

- the Customer decides not to use the Services;
- the Customer is unable to access or use a Virtual Card due to a decision of the applicable Card Provider;
- access to the Services has been refused, suspended, restricted, or terminated as a result of the Customer's failure to comply with these Terms, the Internal Policies, or applicable legal or compliance requirements;
- the Customer fails or refuses to complete any identity verification, customer due diligence, sanctions screening, source of funds verification, or other compliance procedures reasonably requested by the Company and/or the applicable Card Provider; or
- the Company reasonably determines that issuing a refund would be inconsistent with applicable law, regulatory requirements, the Company's Internal Policies, fraud prevention measures, or its contractual obligations.

Where the Company determines that a refund of a prepayment may be appropriate, any such refund shall be subject to the Customer successfully completing any identity verification, customer due diligence, sanctions screening, source of funds verification, or other compliance procedures reasonably required by the Company and/or the applicable Card Provider.

The Customer acknowledges that prepayments made to the Company are intended solely as consideration for the Company's Services and do not create any right to demand redemption, withdrawal, transfer, or repayment of such amounts, except where expressly required by applicable law.

10. Limitation of Liability

The Services are provided on an "as is" and "as available" basis. To the fullest extent permitted by applicable law, the Company makes no representations or warranties, whether express, implied, statutory, or otherwise, regarding the availability, reliability, accessibility, accuracy, security, uninterrupted operation, merchantability, fitness for a particular purpose, or non-infringement of the Services.

The Company does not warrant or guarantee that any Virtual Card will be issued, remain available, or continue to function. All decisions relating to the issuance, administration, availability, suspension, restriction, replacement, or termination of any Virtual Card are made exclusively by the applicable Card Provider in accordance with its own policies, agreements, and applicable law.

To the fullest extent permitted by applicable law, neither the Company, its affiliates, directors, officers, employees, contractors, agents, licensors, nor the applicable Card Provider shall be liable for any indirect, incidental, special, exemplary, consequential, punitive, or similar damages, including, without limitation, any loss of profits, revenue, business opportunities, goodwill, anticipated savings, data, digital assets, or any other economic or financial loss arising out of or relating to:

- the Customer's access to, use of, or inability to access or use the Services;
- the issuance, availability, functionality, suspension, restriction, replacement, termination, or use of any Virtual Card issued by the applicable Card Provider;
- any interruption, suspension, degradation, delay, malfunction, or unavailability of the Services, regardless of the cause;
- technical failures, software defects, hardware failures, telecommunications disruptions, internet outages, cyberattacks, malicious software, data breaches, or other events beyond the Company's reasonable control;
- the acts, omissions, decisions, delays, insolvency, failures, or misconduct of the applicable Card Provider or any other third party, including payment service providers, financial institutions, card schemes, telecommunications providers, hosting providers, cloud service providers, or other service providers;
- any unauthorized access to the Customer's Account or personal information resulting from the Customer's failure to adequately protect passwords, authentication credentials, devices, or other security information;
- any refusal, suspension, restriction, cancellation, delay, or unavailability of any Service or any Virtual Card resulting from legal, regulatory, sanctions, fraud prevention, AML/CTF, KYC, security, or risk management requirements;
- errors, inaccuracies, omissions, or delays resulting from information, documentation, or instructions supplied by the Customer or any third party acting on the Customer's behalf;

- any fees, charges, exchange rate fluctuations, currency conversion, or other costs imposed by the applicable Card Provider or any other third party;
- any temporary or permanent suspension, restriction, or termination of access to the Services in accordance with these Terms, the Internal Policies, or applicable law; or
- any force majeure event, including natural disasters, acts of God, war, terrorism, civil unrest, labor disputes, pandemics, governmental actions, sanctions, failures of public infrastructure, or any circumstance beyond the Company's reasonable control.

The Company shall not be responsible for assessing or verifying the legality, commercial purpose, economic substance, or suitability of the Customer's use of any Virtual Card or any activities conducted through a Virtual Card. The Customer remains solely responsible for ensuring that all use of the Services and any Virtual Card complies with these Terms, the applicable Cardholder Agreement, the Internal Policies, and all applicable laws and regulations.

Nothing in these Terms shall be construed as making the Company responsible for the issuance, administration, operation, acceptance, management, or performance of any Virtual Card, or for any banking, payment, electronic money, custody, settlement, or other regulated financial services performed exclusively by the applicable Card Provider or any other duly authorized financial institution.

To the fullest extent permitted by applicable law, the aggregate liability of the Company arising out of or relating to these Terms or the Services shall not exceed the total Fees actually paid by the Customer to the Company for the Services during the twelve (12) months immediately preceding the event giving rise to the relevant claim.

Nothing in these Terms excludes or limits any liability that cannot be excluded or limited under applicable law.

11. Term and Termination

These Terms shall become effective when accepted by the Customer and shall remain in effect until terminated in accordance with this Section.

The Customer may request closure of their Account at any time by contacting the Company's customer support or by sending the request to support@mirocard.com, provided that the Customer has fulfilled all outstanding obligations owed to the Company and there are no unresolved compliance matters relating to the Customer's use of the Services.

Upon receipt of a request to close the Account, the Company may suspend the Customer's ability to access or use the Services pending completion of the account closure process. Any rights, obligations, liabilities, fees, or other commitments of either Party arising prior to the effective date of termination shall survive until fully performed, discharged, or otherwise resolved.

Closure of the Account or termination of these Terms shall not affect any rights or obligations arising under any agreement between the Customer and the applicable Card Provider, including the applicable Cardholder Agreement. The availability, suspension, restriction, or termination of any Virtual Card shall remain subject exclusively to the applicable Card Provider and its applicable terms and conditions.

Any request for the refund of a prepayment made to the Company for the Company's Services following Account closure shall be governed exclusively by Section 9 (Fees and Payments) of these Terms. Closure of the Account does not automatically entitle the Customer to any refund.

Following closure of the Account, the Customer may submit a written request to the Company for the refund of any eligible unused prepayment made for the Company's Services by contacting support@mirocard.com. The Customer shall provide all information and documentation reasonably requested by the Company to verify the request and complete any applicable compliance procedures. The refund will be processed within thirty (30) calendar days from the later of (i) the date on which the Company receives the Customer's refund request and (ii) the date on which the Company receives all information and documentation reasonably required to process the refund, unless a longer period is required by applicable law or is reasonably necessary to complete compliance, fraud prevention, sanctions screening, AML/CTF, KYC, or other regulatory procedures.

The Company may terminate these Terms, suspend or terminate the Customer's Account, or discontinue access to all or part of the Services at any time:

- where permitted or required under these Terms;
- where required to comply with applicable law, regulatory requirements, court orders, sanctions, or requests from competent authorities;
- where the Company reasonably suspects fraud, money laundering, terrorist financing, sanctions violations, security threats, or other unlawful activity;
- where the Customer breaches these Terms, the Internal Policies, or any applicable Cardholder Agreement;
- where the Customer fails to complete any identity verification, customer due diligence, or other compliance procedures reasonably requested by the Company and/or the applicable Card Provider; or
- for any other legitimate business or compliance reason, subject to any mandatory requirements of applicable law.

Where required by applicable law, the Company shall provide prior notice of termination. Where immediate termination is permitted or required by applicable law or is reasonably necessary to protect the Company, the Services, the applicable Card Provider, or other Customers, termination may take effect immediately without prior notice.

Following closure of the Account or termination of these Terms, the Company may retain Customer information, Account records, and other information relating to the Customer's use of the Services for as long as necessary to comply with applicable law, regulatory requirements, legal obligations, dispute resolution, fraud prevention, enforcement of these Terms, or the Company's legitimate business and compliance interests, all in accordance with the Privacy Policy.

Any provisions of these Terms which by their nature are intended to survive termination, including without limitation those relating to fees, refunds, intellectual property, disclaimers, limitation of liability, indemnification, dispute resolution, governing law, compliance, and record retention, shall survive the termination or expiration of these Terms.

12. Restricted Jurisdictions

The Services are not offered or made available to individuals who are located in, ordinarily resident in, incorporated in, organized under the laws of, or otherwise subject to any jurisdiction designated by the Company as a Restricted Jurisdiction under the AML Policy.

By accessing or using the Services, the Customer represents, warrants, and undertakes on a continuing basis that the Customer:

- is not located in, ordinarily resident in, incorporated in, organized under the laws of, or otherwise subject to any Restricted Jurisdiction;
- is not accessing or using the Services from or on behalf of any person located in or otherwise subject to a Restricted Jurisdiction; and
- will immediately notify the Company if any of the foregoing representations cease to be accurate.

The Company may, at its sole discretion and without prior notice where permitted by applicable law, refuse registration, deny access to the Services, suspend or terminate the Customer's Account, refuse to provide any Service, or otherwise restrict or discontinue the Services if:

- the Customer is or becomes subject to a Restricted Jurisdiction;
- the Company reasonably believes that the Customer has provided false, inaccurate, incomplete, or misleading information regarding the Customer's identity, nationality, residence, location, or tax residency;
- the Company reasonably suspects that the Customer is acting for or on behalf of a person located in or otherwise subject to a Restricted Jurisdiction; or
- such action is required or reasonably considered necessary to comply with applicable law, sanctions, regulatory requirements, the AML Policy, the Internal Policies, or the compliance requirements of the applicable Card Provider or other third-party service providers.

The Company shall not be liable for any loss, damage, cost, delay, or inconvenience arising from any action taken in good faith pursuant to this Section or as required to comply with applicable law, sanctions, regulatory obligations, or the AML Policy.

13. Governing law and Dispute Resolution

13.1 Governing Law

These Terms and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with the laws of the jurisdiction in which the Company is incorporated, without regard to its conflict of laws principles.

13.2 Dispute Resolution

Any question, complaint, dispute, or claim relating to the Services should first be submitted to the Company by contacting support@mirocard.com. The Parties shall use reasonable efforts to resolve any dispute through good-faith negotiations.

Any dispute, inquiry, or claim relating to the issuance, administration, use, availability, authorization, settlement, chargebacks, reversals, merchant refunds, suspension, restriction, or termination of a Virtual Card shall be governed by the applicable Cardholder Agreement and the procedures established by the applicable Card Provider. The Company may, at its sole discretion, assist in facilitating communications between the Customer and the applicable Card Provider but shall have no authority to investigate, determine, influence, or control the outcome of any such matter. All decisions relating to Virtual Cards remain the sole responsibility of the applicable Card Provider.

If a dispute relating to these Terms cannot be resolved through good-faith negotiations within thirty (30) days after written notice of the dispute has been given, such dispute shall be submitted to the exclusive jurisdiction of the competent courts of the jurisdiction in which the Company is incorporated, unless applicable law requires otherwise.

14. Miscellaneous

14.1 Force Majeur

The Company shall not be liable for any delay, interruption, or failure to perform any of its obligations under these Terms to the extent such delay, interruption, or failure results from circumstances beyond the Company's reasonable control. Such circumstances include, without limitation, acts of God, natural disasters, pandemics, epidemics, war, armed conflict, terrorism, civil unrest, labor disputes, failures of telecommunications or internet services, power outages, cyberattacks, governmental actions, sanctions, changes in applicable law or regulation, failures of third-party service providers, or any other event that could not reasonably have been anticipated or prevented.

The Company shall resume performance of its obligations as soon as reasonably practicable to the extent such performance remains legally and commercially possible.

14.2 Entire agreement

These Terms, together with the Privacy Policy, the AML/CFT Policy, the Internal Policies, any applicable terms, policies, or requirements of the applicable Card Provider, and any documents expressly incorporated by reference, constitute the entire agreement between the Customer and the Company with respect to the Services and supersede all prior or contemporaneous discussions, negotiations, representations, understandings, and agreements, whether oral or written, relating to the same subject matter.

The Customer acknowledges that they have not relied upon any statement, representation, warranty, or promise not expressly set out in these Terms.

14.3 Severability

If any provision of these Terms, or any part thereof, is determined by a court or other competent authority to be invalid, illegal, or unenforceable under applicable law, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable. If such modification is not possible, the relevant provision shall be deemed severed from these Terms

without affecting the validity, legality, or enforceability of the remaining provisions, which shall remain in full force and effect.

14.4 No Waiver

No failure, delay, or omission by the Company in exercising any right, power, or remedy under these Terms shall operate as a waiver of that right, power, or remedy. Any waiver shall be effective only if made expressly in writing by the Company. A waiver of any breach or default shall not constitute a waiver of any subsequent or continuing breach or default, nor shall it prevent the Company from enforcing its rights at any later time.

14.5 Assignment

The Company may assign, transfer, delegate, subcontract, or otherwise dispose of any of its rights or obligations under these Terms, in whole or in part, to any affiliate, successor, or third party, provided that such assignment does not materially adversely affect the Customer's rights under these Terms.

The Customer may not assign, transfer, delegate, or otherwise dispose of any rights or obligations arising under these Terms without the Company's prior written consent. Any attempted assignment in breach of this provision shall be null and void.

14.6 Electronic Communications

The Customer agrees that the Company may provide any notices, disclosures, requests, amendments, updates, or other communications relating to the Services or these Terms by electronic means, including through the Website, the Personal Account, or the email address provided by the Customer.

The Customer is solely responsible for maintaining a valid and up-to-date email address and other contact information. Any communication sent by the Company to the latest contact details provided by the Customer, or otherwise made available through the Website or the Personal Account, shall be deemed received by the Customer on the date it is sent or made available, unless otherwise required by applicable law.

14.7 Language

These Terms are drafted and executed in the English language. Any translation into another language is provided solely for convenience and informational purposes. In the event of any inconsistency, discrepancy, ambiguity, or conflict between the English version and any translated version, the English version shall prevail and govern the interpretation and enforcement of these Terms.

15. Contact information

For questions or support, contact us at Email: support@mirocard.com