1. Introduction

Your subscription contract is entered into with Mondia Media Germany GmbH. Visa is not a party to your subscription contract and does not provide, sell, bill for, or administer the subscription service.

These Terms and Conditions ("Terms") govern access to and use of the subscription portal ("Portal"), My Subscriptions, made available by *Mondia Media Germany GmbH (registration number B86458528, registered address at Caffamacherreihe 5, 20355 Hamburg, Germany)* within VISA's environment and application, where eligible cardholders, when subscribing, can benefit from a variety of products (education, wellness, sports, entertainment) at a reduced price, with free trial periods or other offers.

Access to and use of the Portal implies full and unreserved acceptance of these Terms and Conditions, as well as our Privacy Policy, and we therefore recommend that you read them carefully before using the Portal and completing a subscription.
If you do not agree with any of the terms set out herein, please refrain from using the Portal and its services.
You understand and accept that the Portal allows You to access, view, and/or use features, products, applications, and offers belonging to or provided by third parties and not Mondia (each a "Third-Party Feature").

Third-Party Features are: (i) subject to separate conditions of use, licenses, policies, and other documentation; and (ii) contracted for between You and the relevant third party, and not Mondia. For clarity, your subscription contract is entered into with Mondia as described in these Terms, while access to and use of the underlying Partner service may be subject to the Partner's separate terms and policies.
You understand and accept that, in order to use a Third-Party Feature, You must adhere to its conditions of use.
To the extent that You have a complaint, issue, or question relating to any Third-Party Feature, You should contact the relevant third party who provides that Third-Party Feature, and not Mondia.
Mondia is not responsible or liable to You for any losses, expenses, or costs arising out of or in relation to any Third-Party Feature.

Mondia reserves the right to modify these Terms and Conditions at any time, in order to adapt them to legislative or case-law developments, or to changes in the services offered through the Portal. In any case, where any modification materially affects your rights or obligations, we will provide reasonable prior notice, as required.

Please note that Mondia's responsibility under these Terms is strictly limited to the subscription, billing, and account management services in relation to third-party providers offering content, products, or services through the Portal (referred to in these Terms as **"Partners"**).

Any other product, service, or functionality made available within VISA's environment, but not offered through, or managed by, Mondia, falls entirely outside the scope of these Terms and is not the responsibility of Mondia in any respect.

2. What is “My Subscriptions”?

My Subscriptions is a portal that offers exclusive discounts for eligible cardholders. By subscribing through this Portal, you can benefit from a variety of products (education, wellness, sports, entertainment), which may include discounted prices, free trial periods or other promotional benefits.

Under this section, you will find featured offers, which are a curated selection of services that come with a one-time benefit, such as a discounted price or a free trial period, available only to eligible cardholders. Once you subscribe to one Featured Offer, the remaining services are moved to the All Offers section and their one-time benefits are removed.

All Offers, on the other hand, is where you can still browse and subscribe to any of these services, but without the special promotional terms.

In order to complete a subscription to an offer and its content, you will need to:

1. Click on the offer that interests you most to view the page detailing its content and price.
2. Once you click the Subscribe button, the payment flow will begin so you can contract the service.
3. After completing the purchase, you need to register for the service through one of the following methods:
    a. On the confirmation pop-up
    b. Through the email, you will receive a link and the necessary steps
    c. In My Subscriptions on the offer's subscription page, you will find an ‘Open’ button if you haven't yet created an account for the contracted service.
4. Follow the service registration steps, and now you can start enjoying the product

Mondia's role in connection with the Portal is limited to enabling, managing, billing, and administering the subscription relationship between the user and the Partner, as further described in these Terms. Mondia does not itself provide, and is not responsible for, the underlying products or services offered by the Partners, which remain the sole responsibility of each Partner.

Access to the Portal is subject to holding a valid eligible Visa card and meeting the eligibility requirements under the my Visa terms of use.

3. Eligibility and age requirements

Access to the Portal is made available through Visa's cardholder programme.
These Terms exclusively govern your subscription relationship with Mondia. Visa's terms apply separately to your use of Visa products and services, including use of the my Visa site.

Mondia does not perform, and is not responsible for, the login, authentication, or identity/age verification of users accessing the Portal.

Our subscription services are not directed at, nor intended for use by, minors, and if we become aware that personal data has been collected from a minor without appropriate consent, or that a subscription has been contracted in breach of this provision, we will take reasonable steps to cancel the relevant subscription and delete such information as soon as possible, in accordance with our Privacy Policy.

By subscribing to a Partner's product or service through the Portal, you confirm that you have legal capacity to agree to these terms and to enter into the corresponding subscription agreement with Mondia.

4. Subscriptions, payment and billing

You will need to pay with an eligible Visa card at the time of the first payment; after that, the card will be saved for future payments. If you wish to change your payment method, you can do so from the "My Payments" tab in the menu. The subscription charge will be applied on the first day of the valid period and will renew automatically unless cancelled.

Unless otherwise stated at the time of subscription, subscriptions will automatically renew for successive billing periods at the price and billing frequency displayed before purchase, until cancelled in accordance with Section 5. Any change to the renewal price will be notified in advance where required by applicable law. Where applicable law requires a renewal reminder or other pre-renewal notice, Mondia will provide it before the relevant renewal.

If the subscription includes a trial period, the first payment will be processed once the trial period ends. Additionally, users may cancel their subscription at any time, including during the trial period, in which case no charge will be made at any point.

In order for you to subscribe to a Partner's product through the Portal, you will be required to provide your payment details, which will be processed by Adyen N.V. on behalf of Mondia, in accordance with applicable payment regulations, as further described in our Privacy Policy. Mondia does not store full payment card data. Visa does not process or administer the subscription payment transaction.

Once you click the Subscribe button, the payment flow will begin so you can contract the service. After completing the purchase, you will need to register for the service, which you can do in one of the following ways: through the confirmation pop-up, through the email you will receive containing a link and the necessary steps, or via "My Subscriptions," where you will find an "Open"

button on the offer's subscription page if you haven't yet created an account for the contracted service. Once you follow the service registration steps, you can start enjoying the product.

Please note that the registration on the Partner´s side, and your access to and use of the corresponding product or service, will be governed by that Partner's own terms and conditions and privacy policy, which are separate from, and independent of, these Terms. We recommend that you review the Partner's specific terms and conditions before creating an account or using their product or service, as Mondia is not a party to, and holds no responsibility for, that relationship.

Billing for your subscription will be managed by Mondia, and charges will be applied in accordance with the pricing and billing frequency indicated at the time of subscription. By subscribing, you authorise Mondia to charge the payment method provided for the corresponding subscription fees, including any renewals, unless the subscription is cancelled in accordance with these Terms.

Also, take into account that some services may offer free trials or promotional periods. The specific terms will be clearly indicated before you subscribe, including the duration, available features, and any applicable restrictions.

Unless you cancel before the free trial period ends, the corresponding regular subscription fee will be automatically charged once that period concludes.

5. Cancellations

You can cancel your subscription at any time from the “My Subscriptions” section. Within the list of offers, select your active service to go to the subscription details. You will see the option “Cancel my subscription”, and once the cancellation is confirmed, you will receive a confirmation email and can continue enjoying the content until the end of your current subscription period.

Except as otherwise required by applicable law, or as expressly stated in these Terms or at the time of subscription for any special offer, fees already paid for the current billing period are non-refundable, and cancellation will take effect at the end of the then-current subscription period, with continued access to the Partner's product or service until that date.

Where applicable law grants you a right of withdrawal in connection with your subscription, such right may be exercised within the legally established period, subject to the conditions and exceptions set out in that law. If you request the activation of the service during the withdrawal period, you acknowledge and accept that you may lose your right of withdrawal once the service has been fully performed, or you may be required to pay for the service already provided up to the time you exercise that right, in accordance with applicable law.

Any refund due will be made using the same payment method used for the original transaction, unless otherwise agreed, and within the time frame required under applicable regulations.

Mondia reserves the right to suspend or cancel a subscription, without prejudice to any refund obligations that may apply under applicable law, in cases of non-payment, misuse of the Portal, fraud, or breach of these Terms.

6. Third-Party service providers

Our integration with VISA allows you to subscribe to services offered by third parties, and after purchase, you may be required to complete account setup or registration directly with the third-party provider.
The digital content and services are provided solely by the relevant Partner. Visa does not provide those services and is not responsible for them, including (without limitation) for their performance, availability, or quality.

In this regard, please note that we are not responsible for the content, terms of use, or privacy practices of these third-party services, and your relationship with the third-party provider will be governed by their own terms and conditions and privacy policy.

Therefore, although the management of your subscription to these services is carried out through our Portal, as we explain in our Privacy Policy, these third parties act as independent data controllers with respect to the data they collect directly when providing the service in their own environment, and they will provide you with their own privacy policy during the activation or use process.

We encourage you to review those policies to understand how your personal data is handled. In case of issues, inquiries, or claims related to the contracted services, please contact the relevant third-party provider directly, as Mondia is not responsible for the provision, quality, or support of such services, outside the subscription management.

7. User conduct

By using the services described in this Terms, you agree to use it for lawful purposes and in a manner that does not infringe the rights of, or restrict the use of the Portal by, other users. Therefore, while using such services, you must not:

- Attempt to gain unauthorized access to the Portal or its systems.
- Use the Portal for fraudulent or commercial purposes.
- Reverse engineer, copy, or modify the Portal or its content.
- Upload, communicate, transmit, or otherwise facilitate content or use the services in a way that is, or could reasonably be considered, illegal, harmful, or infringing of any intellectual property rights or any other rights owned by third parties.

Violation of these Terms may result in the suspension or immediate termination of your subscriptions, either temporarily or permanently, at Mondia's sole discretion and without prior notice. Mondia may also take appropriate legal action and report any unlawful activity to the competent authorities.

Such measures may be adopted whenever unauthorized use of the Portal, or a breach of these Terms, is detected, and where necessary to protect the security, integrity, or proper functioning of the Portal, as well as the rights of Mondia or third parties.

8. Intellectual property

Mondia grants you a limited, non-exclusive, non-transferable, and revocable license to access and use the Portal and its content to the extent managed by Mondia, solely for personal, non-commercial purposes, in accordance with these Terms.

All content, trademarks, graphics, and software relating to the subscription services provided through the Portal are owned by Mondia or its Partners, where applicable, and are protected by intellectual property laws. You may not copy, distribute, or reuse any such content without prior written permission, and you agree not to use the subscription services for any purpose other than those permitted under these Terms.

The foregoing shall apply to any updates or modifications that Mondia may release or make available in connection with the subscription services, and such updates or modifications shall be considered part of the subscription services for purposes of these Terms.

Furthermore, the products, services, and content provided by Partners through the Portal are subject to the intellectual property rights of such Partners, and Mondia assumes no responsibility for any infringement of rights that may arise from the use of such content or services. Similarly, Mondia assumes no responsibility for any intellectual property within VISA's environment or platform, which falls outside the scope of these Terms.

9. Service availability and quality

At Mondia, we strive to provide uninterrupted access to our Portal. However, we do not guarantee that our services and integrations are always available or error-free.

Therefore, we will always provide the service with due diligence and reasonable care, ensuring it matches the description provided at the time of purchase. However, we reserve the right to modify, suspend, or discontinue any part of the Portal at any time for legal reasons or when it is justified by reasons of any of the parties involved in providing the services.

Mondia will not owe users any compensation for temporary interruptions necessary for maintenance, security updates, or legal compliance, although we will endeavor to minimize any inconvenience. We shall also not be liable for indirect damages or consequences arising from service interruptions.

10. Privacy and data protection

Mondia Media Germany GmbH acts as data controller in relation to the personal data it processes for the subscription, billing and account management services described in these Terms, as further explained in the Privacy Policy.

The Privacy Policy contains information about how Mondia collects, processes, and protects your data, as well as how it guarantees your rights regarding its use and access, as Mondia is committed to protecting your personal data and respecting your privacy.

However, as explained earlier, Mondia acts as Data Controller only in respect of the Portal as described in these Terms, and not in respect of the my Visa site (which remains under VISA's sole control), or for the products and services offered by our Partners.

Accordingly, Mondia holds no responsibility for the processing of your personal data, or for any acts or omissions, occurring outside the scope of the subscription services expressly described herein, including, without limitation, your login, authentication, and identity or age verification, which are made available through Visa's cardholder programme.

11. Limitation of liability

The portal and the subscription management services are provided on an "as is", "as available", and "with all faults" basis. To the maximum extent permitted by applicable law, mondia makes no representations or warranties of any kind, whether express, implied, statutory, or otherwise, including, without limitation, warranties of accuracy, reliability, completeness, merchantability, fitness for a particular purpose, non-infringement, availability, security, or error-free operation.

Mondia's role is strictly limited to the management, billing, administration, and facilitation of subscriptions made available through the portal. Mondia does not provide, operate, control, or guarantee the underlying products, content, or services offered by partners, nor does it control or operate the my visa environment.

The features, offers, partner services, and functionalities available through the portal may be modified, suspended, restricted, or discontinued from time to time. Mondia does not warrant that the portal, the subscription services, or any partner service will be available at all times, without interruption, delay, error, or security incident.

Any decision to subscribe to, activate, access, or use a partner service is made at your own risk. Mondia does not warrant or guarantee the quality, suitability, performance, availability, legality, or fitness of any products or services provided by partners.

Mondia shall not be liable for any loss or damage arising from or related to: (a) errors, inaccuracies, or omissions in the portal; (b) your reliance on information made available through the portal; (c) the acts or omissions of visa or any partner; (d) service interruptions, delays, defects, bugs, or security incidents; (e) unauthorized access to or use of systems, accounts, or data not under mondia's control; (f) the unavailability or performance of any partner service; or (g)

events or circumstances outside mondia's reasonable control.to the maximum extent permitted by applicable law, visa shall not be responsible or liable for any element of this portal, including (without limitation) the subscription, billing, performance, cancellation, or provision of any partner service made available through the portal.

Nothing in these terms shall limit or exclude mondia's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be legally excluded or limited under the applicable mandatory law of your country of residence within the european economic area (eea).

Furthermore, the limitations of liability contained herein do not affect the statutory rights granted to consumers under the applicable national consumer protection legislation implementing eu consumer protection law (including, where applicable, directive 2011/83/eu on consumer rights and directive (eu) 2019/770 on digital content and digital services) in your country of residence within the eea.

12. Applicable law and dispute resolution

In the event of any dispute regarding the interpretation or execution of these Terms, the Customer may seek resolution of conflicts arising from or related to Mondia prior to exercising any further legal claim or action. The fact that Mondia does not exercise any right or action provided for in these Terms or under applicable law shall not be considered a formal waiver of Mondia's rights.

Before initiating any judicial proceedings, we encourage you to first contact us so that we may attempt to resolve any dispute or complaint amicably.

In such regard, these Terms shall be governed by the laws of Germany, without regard to its conflict of laws principles, and any dispute shall be submitted to the exclusive jurisdiction of the courts of that jurisdiction.

If a competent court determines that any provision of these Terms is invalid, such provision shall be severed from the Terms without affecting the remainder. The remaining provisions shall remain in full force and effect.

If you are located in an EEA country, you may also find information on the consumer dispute resolution bodies available in your country via the European Commission's consumer redress page.

In this regard, if any part of these Terms is deemed invalid or unenforceable under any applicable local laws or by a competent court, that part shall be construed in accordance with applicable law to reflect our original intent as closely as possible without affecting the remainder of the Terms, which shall continue to be valid and enforceable.

If it is not possible to interpret an invalid or unenforceable part of these Terms in accordance with applicable law, that part shall be considered removed from these Terms without affecting the rest of the provisions contained herein.

Also, these Terms may be translated into other languages for your convenience when accessing the Portal in different countries. In the event of any discrepancy, ambiguity, or conflict between the English version of these Terms and any translated version, the English version shall prevail, except where a translated version is required to prevail under the mandatory local law applicable to you as a consumer.

13. Contact

If you need help using the Portal, or have any questions, concerns or complaints, or queries relating to your subscription, billing, or the subscription service itself, such queries will be directed to and handled by Mondia Media Germany GmbH, and you can contact with us via contact.support@mondia.com.