

These are the Terms of Use for Bank2Loyalty. Bank2Loyalty enables you to use your regular debit card or a mobile payment app such as Google Pay or Apple Pay (the '**Payment Mean**') to participate in various loyalty programmes at all affiliated stores. For more information about Bank2Loyalty, please consult www.bank2loyalty.com (the '**Website**').

These Terms of Use apply to all components of Bank2Loyalty, including the personal online environment made available to you (the '**Portal**'), and the in-store readers (the '**Readers**') and consoles (the '**Consoles**') for the use and administration of Bank2Loyalty (collectively referred to below as the '**Services**').

The Services are provided by Contactless technologies B.V., located at Keizersveld 50 in Venray and registered with the Chamber of Commerce under registration number 59749709 (also referred to below as '**Contactless Technologies**', '**we**', '**us**' or '**our**').

We recommend that you read these Terms of Use carefully as they describe your rights and obligations with respect to the Services. The terms were last updated on 30 May 2020. Please note that they may be changed in the interim.

1. Registering an Account

- 1.1. Bank2Loyalty allows you to participate using your regular Payment Mean in various loyalty programmes at all affiliated stores. The Services are free of charge for you as the end user.
- 1.2. In order to use the Services, you must first create an account (the '**Account**') through the Website. During the registration procedure you will need to fill in various personal details. We will ask for your name, address, date of birth, gender, email address and telephone number. If you are a business user, we will also ask for the company name and your position.
- 1.3. During the registration procedure, you must also enter the account number (or another identifier) of the Payment Mean that you wish to link to the Account in order to participate in the available loyalty programmes.
- 1.4. Certain types of Payment Means can only be linked to your Account through an in-store Console. If this applies to your situation, it will be mentioned during the registration process. Please consult the Website for an overview of the locations of all Consoles.
- 1.5. We will use your account number or the identifier of your Payment Mean only to identify you when you present the Payment Mean at a Reader or Console. We will transmit and store the account number or identifier in encrypted format to prevent misuse by third parties (see also the text under 'Privacy and data').
- 1.6. The Account you have created is personal. You are not allowed, therefore, to share the login details for your Account with third parties or to link any Payment Means of different persons to your Account. Every user of Bank2Loyalty is required to create his or her own Account.

2. Use of the Portal

- 2.1. Once the Account has been created, you will have access to a personal online environment (the '**Portal**'). Via the Portal, you can view and modify your data at any time and manage your participation in the various loyalty programmes.
- 2.2. You can also use the Portal to add or remove Payment Means at your own discretion. Such changes will not affect your participation in loyalty programmes or any credits or claims that you have accrued within these programmes.
- 2.3. You will need a unique temporary password each time you log on to the Portal. This password will be sent to the email address or telephone number associated with your Account. At every login attempt, you can choose whether you want to receive the password via email or telephone.
- 2.4. If your telephone number or email address changes, you must inform us of this change immediately via the Portal. If you cannot access the telephone number or email address provided, we will not be able to send you a password and you will not be able to log in to your Account. You are solely responsible for this and Contactless Technologies cannot accept any liability for damages you may suffer as a result of your failure to report changes in a timely manner.
- 2.5. You are also responsible for protecting (the messages on) your telephone and your email against unauthorised access by third parties. If you suspect that an unauthorised third party has access to

your email account or your telephone, you should immediately take measures to prevent further abuse.

- 2.6. Contactless Technologies may assume that any and all actions performed through your Account after login with the temporary password sent to you will take place under your direction and supervision or with your permission.

3. Participation in loyalty programmes

- 3.1. Retailers or loyalty programme providers that join Bank2Loyalty may determine the terms and conditions of the relevant loyalty programme at their own discretion. Contactless Technologies has no substantive control over this.
- 3.2. On the Website and in the Portal you will find a complete overview of all available loyalty programmes and the (additional) terms and conditions that apply to them. You can therefore consult these at any time before actually signing up for the loyalty programme in question.
- 3.3. If you wish to sign up for a loyalty programme, please present the Payment Mean at the Reader in the store concerned. You will then receive a confirmation of your registration by email. You can deregister at any time if you wish, via the Portal.
- 3.4. If you are already a member of a loyalty programme which becomes available through Bank2Loyalty, you can link the physical loyalty card to your Account (via the Portal), so that you no longer need the physical card.
- 3.5. If you have accrued a credit balance or claims (such as loyalty points or a certain status) under the loyalty programme for which you have registered, the retailer or loyalty programme provider will determine how you can view your balance or claims. Some loyalty programmes allow you to view your credit balance or claims directly through the Portal. If this is not the case, please contact the retailer or provider in question.

4. Division of responsibilities

- 4.1. Contactless Technologies is expressly not the provider of the available loyalty programmes. We only facilitate the programmes by offering you, through the Services, the possibility to easily register for or deregister from these third-party programmes using regular Payment Mean.
- 4.2. Contactless Technologies is not responsible for the content and legality of the loyalty programmes offered through Bank2Loyalty. Responsibility for this rests with the provider of the programme concerned. We only ensure that a retailer or loyalty programme provider is able to identify you through a Payment Mean; we are not involved in the content or implementation of the programme.
- 4.3. By registering for a loyalty programme, you establish a direct agreement between yourself and the provider of the programme. Contactless Technologies is expressly not a party to this (additional) agreement.

5. Rules of use

- 5.1. You are expressly prohibited from using the Services in any manner that violates these Terms of Use or any applicable laws or regulations. In addition, it is prohibited to use the Services in a manner that may cause nuisance or damage to Contactless Technologies or third parties, whether such use is lawful or not.
- 5.2. If Contactless Technologies becomes aware or is notified by a third party that you are in violation of these Terms of Use, we may take any and all measures we deem necessary to terminate the violation. Such measures may include, but are not limited to, blocking your access to all or part of the Services.
- 5.3. Contactless Technologies is entitled at all times to report any criminal offence that is found to have taken place. In addition, we reserve the right to provide your name, address, IP address and other identifying data to a third party who complains that you are violating his or her rights, provided that the applicable legal requirements are met.
- 5.4. You are required to follow all reasonable instructions from Contactless Technologies regarding your use of the Services.

6. Availability and maintenance

- 6.1. We strive to keep the Portal and the Services generally available as much as possible, but cannot guarantee uninterrupted availability.
- 6.2. If you encounter any errors or problems when using the Services, please report them to us as soon as possible using the contact details on the Website. We will then make every efforts to correct the error or solve the problem as soon as possible.
- 6.3. Contactless Technologies actively maintains the Services. This maintenance work may result in temporary non-availability or limited availability of the Services. We will endeavour to announce in advance by email any scheduled maintenance that may result in a disruption of availability.
- 6.4. Contactless Technologies reserves the right to modify the functionality or operation of the Services from time to time. Any feedback and suggestions are welcome, but in the end we ourselves will decide whether any adjustments are to be made to the Services, and if so, which adjustments.
- 6.5. If (in the opinion of Contactless Technologies) there is a danger to the functioning of our systems or network or to the systems or networks of third parties, for example in case of a (d)dos attack or malware activity, we are entitled to take any and all measures we deem necessary to avert this danger or to limit the consequences. This may result in unavailability of the Services.

7. Support

- 7.1. If you have a question about the use or operation of our Services, please first consult our FAQ overview via the Website. There you will easily and quickly find answers to a wide range of questions.
- 7.2. If your question does not appear in our list of FAQs, or if the answer given does not provide sufficient support, you can of course contact our helpdesk. Up-to-date contact details and opening hours can be found on our Website.
- 7.3. Contactless Technologies makes reasonable efforts to answer or process questions and requests submitted to the Helpdesk within 72 hours. However, the time required for this will vary from case to case depending on the nature of the question or request.
- 7.4. For questions, comments or complaints about a specific loyalty programme, you should contact the provider of the programme in question. The provider's contact details can be found on the Website and in the Portal.

8. Intellectual property rights

- 8.1. All intellectual property rights relating to the Services and other materials made available by us remain vested in Contactless Technologies or its licensors. You are only authorised to use the Services and other materials for the purposes described in these Terms of Use.
- 8.2. Contactless Technologies hereby grants you, under its copyright, a personal licence to use the Services in accordance with these Terms of Use.
- 8.3. Contactless Technologies hereby also grants you, from the moment the patent is granted and under its patent right (number [enter]), a personal licence to use the Services in accordance with these Terms of Use.
- 8.4. The licences granted in articles 8.2 and 8.3 are revocable, non-exclusive, non-sublicensable and non-transferable. The licences are valid only for the duration of the agreement you enter into with us.
- 8.5. You are not entitled to access the source code or other source files related to the Services. It is explicitly prohibited to retrieve the source code or other source files by means of reverse engineering or otherwise, unless and insofar as this is permitted by mandatory law.
- 8.6. Contactless Technologies reserves the right to take technical measures to protect the Services or other materials provided. If such measures have been taken, they may not be circumvented or removed.

9. Privacy and data

- 9.1. If you use the Services, Contactless Technologies may also process personal data. We attach great importance to your privacy and will therefore handle such personal data with care. If we share data with third parties (such as the providers of loyalty programmes for which you register), we will make arrangements with these parties pursuant to which they too are obliged to treat your data with care. More information can be found in our [Privacy Policy](#).

- 9.2. All information and data that you store through the Services or otherwise provide to us, will be and remain your property. You grant Contactless Technologies a non-exclusive right to use this information and data only to the extent necessary for the provision of the Services. The right of use described above only applies for the duration of the agreement you enter into with us.

10. Liability

- 10.1. Because we offer our Services to you free of charge, we cannot accept liability for any damage you may suffer as a result of using them. However, we will make every effort to provide the Services to you in the best possible way.
- 10.2. To the extent that the above exclusion of liability would be deemed unreasonably onerous, Contactless Technologies can only be held liable for any direct damage you suffer. Direct damage is understood to mean:
- the reasonable costs incurred to prevent or limit damage that could be expected as a result of the event from which the liability arises;
 - the reasonable costs of establishing the damage and liability; and
 - reasonable costs for attempts to get satisfied on the basis of a settlement out of court..
- 10.3. Without prejudice to the provisions of the previous paragraph, the liability of Contactless Technologies will in all cases be limited to the amount paid out by our insurer in the case concerned.
- 10.4. Any limitation or exclusion of liability agreed in these Terms of Use or elsewhere will not apply if and to the extent that the damage is the result of wilful misconduct or deliberate recklessness on the part of Contactless Technologies' management, or the result of death or bodily injury.

11. Duration and termination

- 11.1. As soon as you create an Account through our Website, an agreement will be established between you and Contactless Technologies. This agreement is entered into for an indefinite period of time and will remain in force until you or Contactless Technologies terminates it.
- 11.2. You may terminate the agreement at any time by deleting your Account via the Portal. Contactless Technologies may also terminate this agreement at any time, subject to one month's notice. A cancellation by Contactless Technologies will be announced by email.
- 11.3. If the agreement is terminated, we will delete your Account and the data stored in it as soon as possible. From that moment on, you will no longer be able to log on to the Portal or use the Services.
- 11.4. If the agreement is terminated, we will notify the retailers and loyalty programme providers with which you have registered that you are no longer using the Services. The retailer or provider in question will then decide what the consequences will be for your participation in the loyalty programme concerned. Please consult the (additional) terms and conditions for further details. In case of doubt, you should contact the retailer or loyalty programme provider.
- 11.5. Please note that you will no longer have access to the Portal after your Account has been terminated. This means that you will no longer be able to deregister from individual loyalty programmes via the Portal. Please contact the retailer or the provider of the loyalty programme concerned directly.

12. Changes

- 12.1. Contactless Technologies reserves the right to change these Terms of Use at any time. Any changes will be announced at least 30 days in advance via the Website and the email address linked to your Account.
- 12.2. If you do not wish to accept a proposed change or addition, you can terminate the agreement until the date on which the change or addition is due to take effect by deleting your Account via the Portal. Use of the Services after the effective date of a change will constitute acceptance.
- 12.3. The procedure described above does not apply to changes of minor importance. We may implement such changes with immediate effect, without prior notice. Amended versions will be published via the Website.

13. Other provisions

- 13.1. This agreement is governed by Dutch law. However, this will not prevent you from benefiting from mandatory provisions of the law of another European Member State which would apply in the absence of a contractual choice of law.
- 13.2. Disputes about the agreement will be submitted to the competent Dutch court in the district in which Contactless Technologies has its registered office. However, this will not prevent you from opting, within one month after we have invoked this clause, for settlement of the dispute by a court that has competence according to the law.
- 13.3. If a provision of these terms and conditions requires a communication to be made 'in writing', it will also be deemed to have been satisfied if the communication is made by email, provided it has been sufficiently established that the message originates from the alleged sender and that the integrity of the message has not been compromised.
- 13.4. If any provision of these Terms of Use is found to be void or otherwise invalid, this will not affect the validity of the entire Terms of Use. In such a case, the parties will adopt (a) new provision(s) to replace those that were found void or otherwise invalid and which will reflect the intention of the original provision as far as is legally possible.