

TERMS OF USE TRANSACTION CONNECT

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Welcome aboard!

Here are 4 important points to know about Transaction Connect:

- Transaction Connect is a French start-up created in 2016 which provides an exclusive technology to easily implement a spending-based loyalty programme.
- Our activity falls within the scope of European Payment Service Directive No. 2 (PSD2) and is authorised and controlled by the French Banking Authority.
- Data protection is a top priority for Transaction Connect. We place the utmost emphasis on the respect of your privacy and we are committed to complying with the provisions of the General Data Protection Regulation (GDPR).
- Your banking data belongs exclusively to you. You can revoke connections to your bank accounts at any time. You remain in control of your data.

Please read carefully more detailed information set out below. If you have any questions, please contact us at support@transactionconnect.com. We trust you will find the following informative.

Introduction

We hereby inform you that in connection with your use of the SPOT loyalty programme, which allows its members, under certain conditions, to be rewarded on the basis of the purchases they make, the technology developed by our company, Transaction Connect ('We' 'Us'), will be used and that this implies your acceptance of and compliance with, without reservation, these Terms of Use (the 'Terms of Use' or 'TOU'). Transaction Connect is a French company with its registered office located at 86 rue du Faubourg Saint Denis, 75010 Paris, and registered with the Registry of Commerce and Companies of Paris under number 822 619 185.

Our secure technology allows purchases to be recognised by synchronisation of current accounts or card accounts (hereinafter referred to as the '**Accounts**') with the User Account.

This allows Us to recognise purchases made by the User in the shopping centre and to process these data for the purpose of the Automatic Point Calculation on the User Account in the Programme (hereinafter referred to as the '**Services**').

We offer this solution as a Provider of the information about the account registered in the ACPR.

By accepting these Terms of Use, the User authorises Us to access the transaction data on their Accounts and purchasing information. . In order to provide the Services, Transaction Connect must process the User's personal data. We undertake to process such personal data in full compliance with the applicable data protection legislation, as described in the Privacy Policy

1. Subscription and access to the Services

1.1. Acceptance and enforceability of the Terms of Use

By using the Services, the User accepts without reservation and agrees to comply with these Terms of Use and accepts to be bound by them.

These Terms of Use have the force of a binding Service agreement. They determine the terms and conditions for the use of the Services and they govern our relations.

If the User does not agree to one or more of these terms, please refrain from accessing or using the Services.

If one or more clauses of these TOU are declared invalid, ineffective or non-binding for any reason, the other clauses will remain in full force.

1.2. Modification of the Terms of Use

We have the right to revise or update the TOU from time to time. Any modifications will enter into force when the updated TOU are made available. In the event of changes that are important to Us and which require the User's consent according to applicable law, We will inform the User of this and request their consent if necessary.

1.3. Access to the Services

We would like to remind you that the Services are only accessible to persons who are over 18.

To obtain access to the Automatic Point Calculation function, you have the following ways of sharing your purchasing information:

1.3.1. From your bank or card accounts

To benefit from the Automatic Point Calculation, the User is given the possibility to connect the Accounts corresponding to the means of electronic payment that they use during purchases in their shopping centre with the User Account.

Only purchases made using the means of electronic payment synchronised with the User Account will allow benefiting from the Automatic Point Calculation.

The means of electronic payment may be a credit or debit card issued by the institution with which the User holds their Accounts.

To enable Us to ensure the proper functioning of the Services, the User acknowledges that they are the holder of the Accounts synchronised with the User Account and the means of electronic payment associated with them and that they have the legal capacity to operate these Accounts.

To connect your means of electronic payment and the Accounts on which they depend with your User Account, you must select the name of the institution which holds these Accounts and then you must input, on the secure interface, the same login and password you provide when connecting to your secure interface to consult these Accounts (the '**Access Identifiers**'), in compliance with the dispositions of current Payment Service Directive 2.

Once you have entered your Access Identifiers, We will obtain access to the list of your accounts. We select from this list your current accounts or card accounts and obtain access only the transaction data for these Accounts that are available for consultation on your Internet interface on the day of your registration. We would like to point out that We can obtain access to transactions 3 months prior to your registration to the Services. Therefore the Services allow daily synchronisation of expenses incurred using the means of payment related to the Accounts connected with the User Account, due to which the User can be rewarded for the purchases with points that are eligible for rewards.

This synchronisation will not allow Us to access the funds on the Client's Accounts or to make any operations on the Client's Accounts or any transactions related to banking operations, portfolio management or investment advice. In fact, We do not have the capacity of a credit institution, an investment service provider or an investment advisor, in the meaning of the provisions of the Monetary and Financial Code.

1.3.2. **Technical Assistance**

For all technical, administrative or commercial questions or difficulties, our technical support service is available to you at this address: support@transactionconnect.com. The technical support operates from Monday to Friday from 9 am to 6 pm (GMT+1). If necessary in order to resolve the issue, the Technical Support Department will call you directly.

2. Maintenance, suspension and availability of the Services

The User is hereby informed that We reserve the right to suspend access to the Services at any time, without notice or compensation, in the event of failure, maintenance, update of the systems or for any other reason.

3. Suspension of access to the Services

In the event of a breach of one of your obligations set out in these Terms of Use, We reserve the right to suspend your access to the Services, without notification, as soon as this breach has been discovered.

Access to the Services will be re-established only when you have fully remedied the breach.

4. Personal data and respect of privacy

Since transparency is a key value for us, We place the utmost emphasis on observing your privacy and we are committed to complying with the provisions of the Regulation (EU) 2016/679 of 27 April 2016 (the General Data Protection Regulation - GDPR) and the French Data Protection Act no. 78-17 of 6 January 1978, in its current version.

We process your personal data in the following manner and for the following purposes:

- On the basis of your consent expressed when synchronising your Account, We obtain access to and store, in an encrypted form, the purchase data that are detected by means of the Accounts linked to your User Account.
- We analyse these data in order to identify the purchases made at the shopping centre in which the Loyalty Programme is active. If the synchronisation of your Accounts is activated, we also take into account any transactions (in and out of the centre) made 3 months before the synchronisation of your Account so as to provide you with a customised experience.
- We transfer to the shopping centre the data related to the purchases (namely: date, store and amount) made in the participating stores of this shopping centre;
- We store all the data in the form of a digital print that are necessary to prevent any misuse of the point collection within the Loyalty Programme;
- In the event of synchronising the User's Accounts, we use all transaction data of the User as well as any transactions (in and out of the centre) made 3 months before the synchronisation of your Account for statistical purposes in aggregated and anonymised form;
- In the event of synchronising the User's Accounts, We share these aggregated and anonymised statistical data with our partners. Since these data are anonymised, it will be impossible, even for our partners, to compare the statistics that We carry out with your personal data.

In addition, We inform you that our partners are forbidden to ask Us for data and We never disclose or share with third parties specifications, details or any information allowing disaggregating the data that are transferred to them.

For our part, We refrain from answering any questions they might ask Us if the answer were to involve a breach of the User's rights, including the right to respect their personal data.

Additional information concerning the collection, processing and sharing of your personal data and your rights regarding these data and the manner of exercising these rights are detailed in our Privacy Policy.

If you still have any questions, you can contact us directly at dataprotection@transactionconnect.com, and you will be provided with an answer as soon as possible.

5. Intellectual Property

All the Services and each of the elements comprising them (including, but not limited to the technology We make available) are Our intellectual property and, in accordance with the provisions of the Intellectual Property Code, are protected by applicable laws on copyrights, trademarks and service marks, patents or other proprietary rights that belong to Us, are controlled by Us or have been granted to Us under licence.

These Terms of Use do not give you any ownership rights to the Services and any of their components, which are and will remain Our exclusive property. The availability of the Services as provided for in the Terms of Use cannot be considered to be a transfer of ownership to the User. As a result, the User should refrain from any actions or acts that may directly or indirectly violate Our intellectual property rights and should guarantee Us with respect to such actions or acts.

The User is not authorised to reproduce, present, modify, translate and/or adapt, in part or in whole, any of the elements that comprise the Services or to reproduce or present such translations, adaptations and/or modifications, partially or wholly, without Our prior written consent. References to the names, brands, products or services of third-party entities do not constitute a recommendation concerning the products or services of such entities.

Failure to comply with these terms constitutes a breach subject to civil and/or criminal sanctions. We or Our licensors reserve the right to take court action against anyone who fails to comply with these clauses.

6. Security

The security of your data is one of our top priorities. Consequently, in order to guarantee a high level of security for the Services, We use encryption algorithms that comply with high and proven standards in terms of computer security. The Services may also be audited by independent companies recognised by competent authorities as IT security experts. Therefore, the Services are provided to the User in accordance with the provisions of [Payment Service Directive 2](#).

Therefore, We undertake to make every effort to ensure the security of the User Account, in accordance with standard practices and the provisions of Article 67-2°-b of Payment Service Directive 2.

Moreover, we inform that our technology constitutes an automated data access and processing system and that any fraudulent access to or alteration of this system is prohibited and will be subject to criminal prosecution..

As soon as the User becomes aware of a failure of our Services, they undertake to inform Us without delay (at the email address: support@transactionconnect.com) of any failure or any doubt as to any fraudulent access to the Services.

The User must immediately contact Us (at the email address: support@transactionconnect.com) in the event of loss, theft, misappropriation and, more generally, any compromise of the confidentiality of the data that have been disclosed to Us.

The User must immediately notify Us (at the email address: support@transactionconnect.com) if their mobile phone is lost, stolen or misappropriated.

7. Illicit contents

The User may not misuse the Services contrary to their intended purpose, e.g. to obtain access to data to which they have no access rights, to download data unlawfully or in a way that would infringe the rights of third parties, or to use the Services for unlawful purposes, while this list is not exhaustive.

In no event are We responsible for any harmful consequences of such misuse of the Services. We also reserve the right to remove any contents that is illegal or which infringes the rights of third parties as soon as We become aware of such contents.

8. Responsibility

8.1. User's responsibility

The User undertakes to use the Services in compliance with the provisions of these TOU and the legislation in force.

In the event of non-compliance with one or more provisions and/or stipulations of these TOU, the User agrees to indemnify Us against any consequences arising from any complaints, actions, suits or convictions against Us that may be filed by any third party, in any capacity whatsoever.

The User is expressly informed and accepts that they use the Services, information and tools made available to the User at their own risk.

The User expressly agrees and acknowledges that the receipt or downloading of any contents obtained through the Services is done under their sole responsibility and that they remain fully responsible for any damage or injury that may be caused to the computer and/or mobile phone systems and, where applicable, any loss of data that may result from it. The User acts at their own risk.

8.2. Our responsibility

To the fullest extent permitted by applicable laws, We do not bear responsibility (i) r for any indirect or consequential damage that may be caused to the User, including, without

limitation, any loss of customers, loss of profit, shortfall, damage to image, or (ii) information about accounts and data obtained from the websites of the institutions maintaining the Accounts that the User has provided, and in particular for updating such information.

We disclaim any responsibility if the Services do not meet the User's specific requirements and needs.

We offer no guarantee that the institutions in which the User has opened an Account and to which their means of electronic payment are attached will allow them to use the Services. In addition, as We have no control over the data related to the accounts that the User holds at such institution, We, as well as, where applicable, Our hosting and technology providers, may under no circumstances be held responsible in the event of damage resulting from:

- any inaccuracy or non-conformity of the information, products, and other contents, including in particular the User's own data, concerning their synchronised Accounts;
- temporary or total unavailability of all or part of access to the Services or access to the User Account, difficulties related to response time and, in general, lack of performance.

We, and, if applicable, Our hosting and technology providers, do not bear responsible for any damage suffered by the User as a result of:

- a fault committed by the User;
- failure to comply with these TOU;
- access by a third party to your data, with your own permission;
- fraudulent or abusive use of the Services by you;
- a breach of the confidentiality of your password because of your own actions;
- any products, data, information or services purchased or obtained or any messages received or transactions concluded, through the Services that We provide, or that Our hosting and technology providers or third party providers provide; and
- statements or conduct of any person with respect to the Services provided by Us or by Our hosting and technology providers.

We cannot be held responsible for any breach of confidentiality of your personal data submitted to Us concerning the Accounts held in the establishments which results from your own actions, as well as any possible harmful consequences or any damage, in accordance with applicable legislation.

9. User's Statements

The User declares and certifies to Us that their access identifiers are and will remain accurate and up-to-date. Thus the User agrees to their update when this is necessary.

The User declares and certifies to Us that they are the owner of the Account provided for the use of the Services and that they have all the powers and/or authorisations necessary to allow Us to provide the User with the Services.

The User declares and certifies to Us that they are and will remain solely responsible for the access to and use of the Services.

The User declares that they are fully aware of the characteristics, limitations and risks of the use of the Services and that they accept them.

10. Right to withdraw

We inform that this agreement consists in the provision of digital contents not provided on a physical medium, accordingly the User grants their express consent that the agreement is concluded upon the subscription and acceptance of these TOU.

11. Phishing

Identity theft and practices called '*phishing*' are at the heart of our concerns. Protecting your data in order to secure you from identity theft is one of our priorities. We assure you that we will never, at any time, ask for your Social Security number or another official form of identification, whether by telephone, e-mail, SMS or any other means.

12. Term of the Agreement

The Agreement is concluded for an indefinite period of time from the acceptance of these TOU by the User.

13. Termination of the Agreement

13.1. Termination at the User's initiative

The User may decide at any time to cease their participation in the Loyalty Point Collection or to close their User Account in accordance with the terms and conditions of the promotion.

Upon the written request to the shopping centre, we will cease the provision of the Services and destroy all related data.

We delete all data concerning the User, with the exception of data required to prevent fraudulent deletions, i.e. deletions followed by re-registration under another identifier, in order to benefit from potential offers and rewards.

For reasons regarding the obligations in the scope of the fight against money laundering and the financing of terrorism, we will keep documents and information regarding your identity for five years from the cessation of the service provision.

We will also keep documents and information regarding payment operations for five years from the time of their performance, as well as documents indicating the characteristics of operations identified as particularly complex or pertaining to an unusually high amount or that do not seem to have economic justification or legal intents.

13.2. Termination at our initiative

In the event that the User does not comply with their obligations defined in the Terms of Use or they use the Services in an abusive manner, We reserve the right to terminate the Agreement at any time.

In the event of the termination of the Agreement, the access to the Services is immediately suspended. We will notify the User of this by e-mail or by any other means, and their data will be destroyed.

No compensation of any sort may be claimed.

We will then notify the shopping centre of such a termination, which will then decide whether or not to terminate the User Account as well.

14. Applicable law and jurisdiction

These TOU and all the issues related to their performance or interpretation are governed by the French law regardless of the place of performance of the obligations arising therefrom. However, the choice of the French law does not deprive consumers signing this agreement of their rights resulting from mandatory provisions of law of the State of their residence.

If you have any questions or complaints concerning these Terms of Use, you can contact us at: dataprotection@transactionconnect.com.

In the event that a dispute arises in connection with the Terms of Use or the use of the Services, each of the Parties will endeavour to settle the dispute amicably. In order to resolve any dispute which the parties cannot resolve amicably, exclusive jurisdiction is granted to the Commercial Court of Paris.

15. Acknowledgement

The User acknowledges that they have received all necessary information concerning the Services referred to herein, they accept unreservedly the Terms of Use and guarantee their scrupulous application.