

GENERAL TERMS AND CONDITIONS OF USE FOR PLUXEE LUNCH CARDHOLDERS

These general terms and conditions determine the respective rights and obligations of PLUXEE LUXEMBOURG (Pluxee Luxembourg S.A., established at 39, rue du Puits Romain, 8070 Bertrange, Luxembourg, RCSL B 31382) and the CARDHOLDER for each TRANSACTION carried out by the CARDHOLDER using the PLUXEE LUNCH CARD. Please review carefully these general terms and conditions prior to initiating any TRANSACTION with the PLUXEE LUNCH CARD. The use of the PLUXEE LUNCH CARD for any TRANSACTION constitutes an explicit agreement to abide by these general terms and conditions.

ARTICLE 1: DEFINITIONS

AFFILIATE

A restaurant owner or retailer who has an affiliation contract with PLUXEE LUXEMBOURG.

CARDHOLDER

- For the physical PLUXEE LUNCH CARD :

The person whose surname, first name, employer's name and card number are printed on the card and who is the only person authorised to use the card.

- For the virtual PLUXEE LUNCH CARD :

The person whose first name and surname are initially indicated in the letter sent by PLUXEE and who is the only person authorised to use the card.

CARD ID

Unique identifier for the PLUXEE LUNCH CARD.

The CARD ID starts with LUX and is made up of 20 digits.

CARD STOP

- Blocking the card :

To definitely block a PLUXEE LUNCH CARD, the CARDHOLDER must contact the PLUXEE LUXEMBOURG CONSUMER SERVICE as soon as possible: by e-mail at consumers.lu@pluxeegroup.com or by telephone on +352 28 76 15 00.

- Card suspension :

In the event of loss, the PLUXEE LUNCH CARD can be temporarily suspended via the "Pluxee" mobile application or via the www.pluxee.lu/consumers portal.

PLUXEE LUXEMBOURG CONSUMER SERVICE

This service is available to PLUXEE LUNCH CARDHOLDERS to assist them in their use of the PLUXEE LUNCH CARD and, in the event of incorrect PIN CODE entry, to unlock the PLUXEE LUNCH CARD. There is also assistance in case of: a defect related to the PLUXEE LUNCH CARD or P I N CODE; problems with the PLUXEE LUNCH CARD, PIN CODE and/or PLUXEE ID; loss, theft, abuse or unlawful use of the PLUXEE LUNCH CARD. This service can be reached by e-mail on consumers.lu@pluxeegroup.com or by telephone on +352 28 76 15 00 from Monday to Friday, 9am to 5.30pm.

CVV

Verification code (visual cryptogram) :

- For the virtual PLUXEE LUNCH CARD: visible on the "Pluxee" mobile application after entering the SECURITY CODE.
- For the physical PLUXEE LUNCH CARD: visible (1) on the back of the card and (2) on the "Pluxee" Mobile application after entering the SECURITY CODE.

EXPIRY DATE

Card validity date :

- For the virtual PLUXEE LUNCH CARD: visible on the "Pluxee" mobile application after entering the SECURITY

CODE.

- For the physical PLUXEE LUNCH CARD: visible (1) on the back of the card and (2) on the "Pluxee" Mobile application after entering the SECURITY CODE.

PAN

Card identification number :

- For the virtual PLUXEE LUNCH CARD: visible on the "Pluxee" mobile application after entering the SECURITY CODE.
- For the physical PLUXEE LUNCH CARD: visible (1) on the back of the card and (2) on the "Pluxee" Mobile application after entering the SECURITY CODE.

PIN CODE (only for the physical PLUXEE LUNCH CARD)

Personal code, linked to the physical PLUXEE LUNCH CARD, which the CARDHOLDER must enter on the terminal's secure keypad in order to validate the TRANSACTION when the terminal requests it.

PLUXEECONNECT ACCOUNT

Authentication tool allowing the CARDHOLDER to connect securely to Pluxee's tools and applications.

PLUXEE ID

Identifier given to the PLUXEE LUNCH CARDHOLDER.

The PLUXEE ID consists of 13 digits. It is only indicated in the mail initially received by the CARDHOLDER.

PLUXEE LUNCH CARD

Individual and personal physical or virtual support for electronic meal vouchers.

PLUXEE WALLET

Virtual wallet where secure data are stored:

- from the physical PLUXEE LUNCH CARD: PIN codes, CVV/PAN, EXPIRY DATE and mobile payments.
- from the virtual PLUXEE LUNCH CARD: CVV/PAN, EXPIRY DATE and mobile payments.

The PLUXEE WALLET is only available once the SECURITY CODE has been entered.

SECURITY CODE (only in the "Pluxee" mobile application)

Personal 5-digit code that the CARDHOLDER must define in the "Pluxee" mobile application in order to view :

- For the physical PLUXEE LUNCH CARD: PIN code, CVV/PAN and EXPIRY DATE.
- For the virtual PLUXEE LUNCH CARD: CVV/PAN and EXPIRY DATE.

The SECURITY CODE is used to access the PLUXEE WALLET.

TERMINAL

The card reader and related accessories that enable TRANSACTIONS to be carried out with the PLUXEE LUNCH CARD at the AFFILIATES' point of sale.

TRANSACTION

Means any payment transaction validated between an AFFILIATE and the CARDHOLDER by means of one or more valid electronic meal vouchers through a TERMINAL or online payment.

ARTICLE 2: ISSUANCE AND RECEIPT OF THE PLUXEE LUNCH CARD, PIN CODE AND PLUXEE ID

2.1 PLUXEE LUXEMBOURG issues a PLUXEE LUNCH CARD to the CARDHOLDER at his employer's request. The physical PLUXEE LUNCH CARD is delivered in a separate envelope from the PIN CODE and PLUXEE ID. The virtual PLUXEE LUNCH CARD identifiers are delivered in a separate envelope from the CARD ID and the PLUXEE ID.

2.2 The PLUXEE LUNCH CARD is inactive when delivered. To activate it, the CARDHOLDER can do so directly via the "Pluxee" mobile application, the online portal or by contacting the PLUXEE LUXEMBOURG CONSUMER SERVICE.

2.3 The PLUXEE LUNCH CARD is valid for 4 years.

2.4 Electronic meal vouchers are made available to the CARDHOLDER by PLUXEE LUXEMBOURG in accordance

with the order placed by the CARDHOLDER's employer, and provided that PLUXEE LUXEMBOURG has received payment for the face values of the electronic meal vouchers ordered and the related services.

2.5 For any questions concerning the use of the PLUXEE LUNCH CARD, the CARDHOLDER can contact the PLUXEE LUXEMBOURG CONSUMER SERVICE or consult the FAQ section in the "Pluxee" mobile application or the online portal.

ARTICLE 3: TRANSACTIONS WITH THE PLUXEE LUNCH CARD

3.1 Electronic meal vouchers may only be used by the CARDHOLDER to pay for (all or part of) a meal or to purchase ready-to-eat food from an AFFILIATE established in the Grand Duchy of Luxembourg. TRANSACTIONS carried out by the CARDHOLDER are irrevocable.

3.2 PLUXEE LUXEMBOURG will only execute TRANSACTIONS entered with an AFFILIATE to the PLUXEE LUNCH CARD acceptance network (which is available on the store locator of the "Pluxee" mobile application and online portal).

3.3 Electronic meal vouchers are valid for 12 months from the date they are loaded. Electronic meal vouchers with the shortest period of validity are always used first.

3.4 The use of the PIN CODE (regarding physical cards) is considered by PLUXEE LUXEMBOURG as the CARDHOLDER's agreement to the TRANSACTION in question. The CARDHOLDER may carry out a TRANSACTION using the contactless payment functionality of the PLUXEE LUNCH CARD, subject to the limits and conditions applicable to this contactless use, such as communicated via the "Pluxee" mobile application. To unlock the contactless payment functionality, the CARDHOLDER must first carry out an initial transaction using its PIN code. Each contactless payment TRANSACTION will be considered as explicitly accepted by the CARDHOLDER.

3.5 If an incorrect PIN code is entered three consecutive times, the PLUXEE LUNCH CARD will become unusable. The PLUXEE LUNCH CARDHOLDER must then contact the PLUXEE LUXEMBOURG CONSUMER SERVICE.

3.6 For mobile payments with the PLUXEE LUNCH CARD (virtual or physical), the CARDHOLDER of a mobile phone must add their PLUXEE LUNCH CARD to "*Apple Wallet*" for iPhone and to "*Google Wallet*" for Android.

3.7 For online transactions with the PLUXEE LUNCH CARD (virtual or physical), the CARDHOLDER needs the CVV/PAN/ EXPIRY DATE of his PLUXEE LUNCH CARD.

3.8 In the event of loss or theft of the PLUXEE LUNCH CARD, the cost of a new PLUXEE LUNCH CARD will be billed to the CARDHOLDER'S employer.

3.9 The CARDHOLDER can check the balance of his/her electronic meal vouchers via the following channels: by calling +352 28 76 15 00 (checking the balance is free of charge except for the CARDHOLDER's own communication charges/fees) or via the "Pluxee" mobile application or via the online portal. If one or more electronic voucher(s) has (have) not been used before the expiry of its (their) period of validity, the electronic voucher(s) is/are definitively lost (meaning that the CARDHOLDER can no longer pay with the expired electronic voucher) and the CARDHOLDER cannot claim any compensation for this, nor demand any compensation from PLUXEE LUXEMBOURG.

3.10 If the PLUXEE LUNCH CARD, PIN CODE or PLUXEE ID is defective (for example PIN CODE and PLUXEE ID are illegible in the received letter), the CARDHOLDER must immediately inform the PLUXEE LUXEMBOURG CONSUMER SERVICE.

3.11 If the envelope containing the PLUXEE LUNCH CARD or PIN CODE and PLUXEE ID is no longer sealed at the time of delivery or if the PIN CODE and/or PLUXEE ID are no longer secret, the PLUXEE LUNCH CARDHOLDER shall immediately inform the PLUXEE LUXEMBOURG CONSUMER SERVICE.

ARTICLE 4: CARDHOLDER'S OBLIGATIONS AND LIABILITY

4.1 The confidentiality of the personal credentials (e.g. PIN and PLUXEE ID) is ensured when the PLUXEE LUNCH CARD is issued and each time it is used, provided that the CARDHOLDER complies with its duty of confidentiality.

4.2 The CARDHOLDER must take reasonable steps to ensure the security of his PLUXEE LUNCH CARD and his personal credentials (e.g. PIN CODE and PLUXEE ID). The CARDHOLDER also undertakes not to leave his PLUXEE LUNCH CARD or his personal credentials within the reach or at the disposal of a third party. The CARDHOLDER is also responsible for ensuring that any theft, loss or misuse of the PLUXEE LUNCH CARD is immediately reported.

4.3 In the event of the PLUXEE LUNCH CARD being lost, stolen or misused, the CARDHOLDER must immediately notify the PLUXEE LUXEMBOURG CONSUMER SERVICE. As soon as PLUXEE LUXEMBOURG has been informed, a new PLUXEE LUNCH CARD and PIN CODE (and other necessary credentials) will be made available to the CARDHOLDER.

4.4 The PLUXEE LUNCH CARDHOLDER is responsible for all damage incurred as a result of the theft or loss of the PLUXEE LUNCH CARD up to the time of reporting the theft or loss of the PLUXEE LUNCH CARD to the PLUXEE LUXEMBOURG CONSUMER SERVICE.

4.5 Any original PLUXEE LUNCH CARD, which has been renewed or reissued, must be destroyed by the CARDHOLDER upon receipt of the new PLUXEE LUNCH CARD.

4.6 The CARDHOLDER acknowledges that PLUXEE LUXEMBOURG has the right to record telephone conversations between the CARDHOLDER and the PLUXEE LUXEMBOURG CONSUMER SERVICE which take place in connection

with the use of the PLUXEE LUNCH CARD and that this recordings may be used as evidence.

ARTICLE 5: OBLIGATIONS AND LIABILITY OF PLUXEE LUXEMBOURG

5.1 PLUXEE LUXEMBOURG is responsible for :

- the non-execution or improper execution of TRANSACTIONS conducted with the PLUXEE LUNCH CARD when performed on TERMINALS authorised and supervised by PLUXEE LUXEMBOURG;
- any error in calculating the balance on the CARDHOLDER'S PLUXEECONNECT ACCOUNT.

In none of the situations described above can PLUXEE LUXEMBOURG be held responsible for any damage incurred as a result of non-execution, improper execution, irregularity or error attributable to the PLUXEE LUNCH CARDHOLDER.

5.2 If PLUXEE LUXEMBOURG is liable, it will indemnify the PLUXEE LUNCH CARDHOLDER as quickly as possible.

This compensation may consist of :

- payment of the amount of the TRANSACTION that was incorrectly executed ;
- payment of the amount required to correct the CARDHOLDER's balance.

5.3 PLUXEE LUXEMBOURG will send a new PLUXEE LUNCH CARD to the employer or the CARDHOLDER, when the PLUXEE LUNCH CARD (1) has expired; or (2) has been reported by the CARDHOLDER as stolen, lost or misused.

5.4 PLUXEE LUXEMBOURG reserves the right to withhold or refuse the PLUXEE LUNCH CARD at the TERMINAL, in cases such as the following :

- the PLUXEE LUNCH CARD is faulty;
- an incorrect code is entered three consecutive times on a TERMINAL;
- the PLUXEE LUNCH CARD was left in the TERMINAL.

ARTICLE 6: INTELLECTUAL PROPERTY RIGHTS

PLUXEE LUXEMBOURG owns the intellectual property rights related to the PLUXEE LUNCH CARD.

ARTICLE 7: PROTECTION OF PERSONAL DATA

7.1 PLUXEE LUXEMBOURG undertakes, pursuant to these general terms and conditions of use, to comply with the regulations in force, and in particular the General Data Protection Regulation (Regulation (EU) 2016/679) (hereinafter "GDPR").

7.2 The employer, who provided PLUXEE LUXEMBOURG with the personal data of the CARDHOLDER, and who has ensured that he has a valid legal ground to do so, acts as the data controller for the aforementioned personal data. Upon receipt of the personal data, PLUXEE LUXEMBOURG also acts as the data controller for the CARDHOLDER's personal data, which shall be processed for the sole purpose of issuing the PLUXEE LUNCH CARD and providing and managing the CARDHOLDER's electronic meal vouchers. In order to process personal data, PLUXEE LUXEMBOURG relies on a legal obligation (compliance with the regulations in force), the legitimate interest and the consent of the CARDHOLDER.

7.3 PLUXEE LUXEMBOURG undertakes that all access to personal data and all processing of such data by persons under its authority or by third parties, remains restricted to the needs of these persons/third parties for the performance of their duties or to what is necessary to ensure the proper performance of the contractual relationship between PLUXEE LUXEMBOURG and the CARDHOLDER's employer. The recipients of personal data are limited to certain specially authorised service providers (the main external service providers are: the service provider who produces the PLUXEE LUNCH CARD; the terminal provider; the service provider for transaction processing; the service provider for the external call centre).

7.4 PLUXEE LUXEMBOURG ensures that all technical and organisational measures are taken to protect personal data against loss, damage or unauthorised access of any kind, in accordance with the criteria established and determined by the Commission Nationale pour la Protection des Données (CNPD). The data retention period is based on the legal period during which an invoice audit or a tax or social security audit could take place, i.e. ten fiscal years.

7.6 The PLUXEE LUNCH CARDHOLDER may exercise the following rights, free of charge: right of access and rectification, right to erasure/right to be forgotten, right to restrict processing, right to data portability, right to object, right not to be subject to automated decisions, right to lodge a complaint. You may exercise these rights with PLUXEE LUXEMBOURG by completing the web form available via the link in the privacy policy, by sending an e-mail to the following address: privacy.lu@pluxeegroup.com, or by sending a letter to the following address: PLUXEE LUXEMBOURG: DPO, 39, rue du Puits Romain, L-8070 Bertrange, Luxembourg.

7.7 The PLUXEE LUNCH CARDHOLDER can consult the privacy policy in the "Pluxee" mobile application menu.

ARTICLE 8: FRAUD OR USE CONTRARY TO THESE GENERAL TERMS AND CONDITIONS OF USE

8.1 The CARDHOLDER undertakes to immediately inform PLUXEE LUXEMBOURG of any fraud or other illegitimate use of the PLUXEE LUNCH CARD by a third party. Should this occur, the CARDHOLDER will immediately inform the PLUXEE LUXEMBOURG CONSUMER SERVICE.

8.2 If it appears that the PLUXEE LUNCH CARDHOLDER has directly or indirectly participated, in such a fraud or has facilitated the use of the PLUXEE LUNCH CARD in violation of these general terms and conditions of use, PLUXEE LUXEMBOURG reserves the right to hold the CARDHOLDER liable for any and all damage resulting therefrom and to claim compensation therefor.

ARTICLE 9: MISCELLANEOUS PROVISIONS

9.1 PLUXEE LUXEMBOURG cannot be held liable for the refusal of the PLUXEE LUNCH CARD, for whatever reason, by an AFFILIATE. All disputes between the AFFILIATE and the CARDHOLDER must be settled exclusively between them.

9.2 The CARDHOLDER undertakes to use all information relating to the use of the PLUXEE LUNCH CARD, which may reasonably be considered or referred to as confidential, solely for the purpose of fulfilling his obligations to PLUXEE LUXEMBOURG. The CARDHOLDER undertakes not to communicate this information to third parties and not to disseminate it.

9.3 These general terms and conditions of use have been drawn up in accordance with current Luxembourg regulations. PLUXEE LUXEMBOURG explicitly reserves the right to adjust/adapt the content of these general terms and conditions of use to conform with the aforementioned applicable regulations. These general terms and conditions of use and any amendments can be consulted at any time on the www.pluxee.lu website and the "Pluxee" mobile application.