

TERMS FOR THE PARTICIPATION IN AND USE OF THE MYLOYALTY PLATFORM

In order to provide the services available via the myLoyalty Platform (as defined below) through our app and/or website, we need to obtain your agreement to our terms for the participation in and of use of the myLoyalty Platform ("**Terms**").

1. DESCRIPTION OF myLoyalty

'myLoyalty' is a software service solution made available to Merchants by **JCC PAYMENT SYSTEMS LTD** a company registered and incorporated in Cyprus under registration number HE29914, having its registered office at 1, Stadiou street, 2571 Industrial Area Nisou, PO Box 21043, 1500 Nicosia, Cyprus (hereinafter referred to as "**JCC**")

The myLoyalty platform will be run as a cloud service and can be accessed by the Merchant's end customer ("Users") via web browsers or an app that can be downloaded on Android and iOS smartphone and tablet devices ("Mobile Device").

In participating in myLoyalty and accessing the myLoyalty platform, Merchants will be able to offer a vast range of reward offer types and reward offers to Users. A reward offer consists of a set of conditions that generate awards in the form of cash or other virtual currency units, in a wallet. When the condition of the offer is met, the User will receive the award in his/her wallet and is appropriately informed. The offers can be triggered by following reward signups for newly registered Users, referring another User, financial transactions through the JCC POS terminals, birthdays and name days.

The award can be either a fixed amount or a percentage of the financial transaction value that triggered the offer and it is accumulated as a cashback in the User wallet. The cashback may be subject to spent conditions and shall define where the rewards can be spent, for instance at which Merchant outlet and on which days and/or periods.

Each participating Merchant will have access **ONLY** to its own Users i.e. its customer data base.

Merchants will additionally have the option through myLoyalty to on-board third parties and create collective offers. Any arrangements between Merchants and any third parties are not governed by these Terms.

2. AGREEMENT TO PARTICIPATE IN myLoyalty

2.1 The Merchant wishes to participate in myLoyalty in accordance with these Terms.

2.2 By participating in myLoyalty the Merchant is committed to have at least one active offer at any given time.

3. RIGHTS AND OBLIGATIONS

3.1 The Merchant shall provide and maintain at his own expense, telephone, personal computer or other equipment necessary to access myLoyalty and shall ensure that such equipment satisfies all standard technical requirements and/or any other requirements that may be specified by JCC from time to time.

3.2 JCC may at any time and at its absolute discretion extend or limit the services offered via the myLoyalty platform and/or decide the hours and days on which the myLoyalty platform can be used for manual submission of transactions.

3.3 Once the Merchant receives access to the myLoyalty platform he/she shall be responsible for the safe-keeping of his/her account details such as his email address and password and any other log-in details that JCC may give him. He/she shall also be responsible for the prevention of any fraudulent use thereof and should undertake all necessary actions for their safety.

3.4 The Merchant shall comply with and follow the most recent instructions and system, software and other requirements for the implementation, access and use of myLoyalty as determined by JCC. JCC is not liable for any loss and/or damage to the Merchant as the result of:

- changes in the software
- incorrect functioning of the Merchant's equipment or software,
- failure to follow instructions from us or
- failure to satisfy the conditions for implementation, access to and use of the myLoyalty platform.

3.5 The Merchant is required to ensure that up-to-date antivirus software, anti-spyware software, firewall software or some other relevant security tool is used to secure (access to) myLoyalty platform.

3.6 The Merchant must notify JCC immediately via telephone at 22868000 or merchantservice@jcc.com.cy in the instance one of the following situations occur:

- unlawful or unauthorised use of myLoyalty platform
- technical incident or other error that could jeopardise the security of myLoyalty.

3.7 JCC retains the right to deactivate or block and/or (partially) restrict use of the myLoyalty platform in cases in which it deems this advisable, which also includes situations in which we have reasonable grounds to suspect that:

- The Merchants myLoyalty platform or his credentials have been or are being used fraudulently or in a manner that is not permitted,
- The Merchants credentials have not been stored safely or have been lost or stolen

3.8 JCC retains the right to unilaterally amend, expand or terminate (the functionality of) the myLoyalty platform, for example on grounds of security considerations or commercial reasons, and/or to block access to the Merchants myLoyalty in the instance that it is not active for a period of time.

3.9 JCC reserves the right to block and/or limit and/or suspend your access to myLoyalty in cases where, inter alia, the Merchant has failed and/or denied and/or neglected JCC's requests for verification of its identity and/or you the Merchant has committed a breach of the terms of this Agreement and/or you the Merchant has become the subject of bankruptcy and/or insolvency, where it is required to do so by the provisions of the applicable laws and/or regulations.

3.10 JCC reserves the right to make use of third parties and may outsource activities in the framework of the performance of any or all of services.

3.11 JCC reserves the right to transfer and/or assign its rights and/or obligations pursuant to the terms of this Agreement to a third party, without any restriction, in connection with a transfer of the undertaking of our entities to a third party. By executing this Agreement the Merchant has provided its consent in advance to any such transfer and/or the assignment of rights and/or obligations to a third party.

3.12 Merchant may not assign and/or transfer its rights and obligations created and/or arising under the terms of this Agreement.

4. LIABILITY

4.1 Merchant may use the myLoyalty platform at his own expense and risk and is liable for any damage to its device or any loss of data arising from using the myLoyalty platform. JCC is not liable for any kind of damage resulting from the use of the software on the Merchant's device that has not been officially approved by the manufacturer of the operating system of the Merchant device.

4.2 The myLoyalty platform and the services offered thereto is provided on an "as is" and/or "as available" basis without any guarantee, warranty, representation or assurance of any nature whatsoever

by JCC in relation to the functionality of the myLoyalty and the accuracy of the information shown in the myLoyalty. JCC is not liable for any kind of damage resulting from shortcomings or defects that affect the myLoyalty platform or linked card except if such damage has been caused by deliberate recklessness or gross negligence on our part.

4.3 JCC is not liable for the fact that the myLoyalty may be (partly or fully) unavailable as a result of a cause that is reasonably beyond JCC control. This includes, among other things, possible interruption of the myLoyalty as the result of maintenance to and upgrades of JCC systems or the systems of a party which JCC engages in providing the myLoyalty, the malfunctioning of telephone networks or, in the event of mobile networks, the fact that the Merchant may be outside the coverage area.

4.4 Without prejudice to any other limitations of liability as contained in this Agreement JCC is not liable for any indirect damage and/or loss including but not limited to any loss of profits or any special incidental or consequential damage arising out or in connection with the services provided by the myLoyalty.

4.5 JCC will not be liable for any loss and/or damage suffered by the Merchant or any third party as a result of accepting payments from unintended recipients or payments in incorrect amounts due to incomplete and/or inaccurate information provided by you through the myLoyalty or the users through the myLoyalty.

4.6 JCC will not be liable for the goods or services provided by the Merchant when using myLoyalty to manage awards and/or for the quality, safety, legality, performance or any consequential results of any such products and/or services.

5. REPRESENTATIONS AND WARRANTIES OF MERCHANT

5.1 Merchant represents, acknowledges and confirms that the information provided by the Merchant during the process of registration with myLoyalty is true, accurate and up-to date and that the Merchant shall notify JCC immediately of any change of such information. Any losses incurred due to the submission of false, incorrect or inaccurate information shall be borne by the Merchant.

5.2 Merchant represents, acknowledges and confirms that it has the full capacity and authority to accept, abide and agree with these Terms.

5.3 Merchant represents and warrants that Merchant will not use the myLoyalty app and/or website in contravention of any applicable laws and/or regulations.

6. INTELLECTUAL PROPERTY AND USE RIGHTS

The right to use our services: we grant you the right to use our services offered via myLoyalty for as long as you pay for the service or until the service is terminated

6.2 The myLoyalty service runs on cloud software that is the intellectual property of CRM.COM DEVELOPMENT LIMITED, a company incorporated in the United Kingdom with Registration number 05446401 ("CRM.COM"). CRM.COM has granted JCC a usage agreement for myLoyalty and offer it as a service to JCC's Merchants and their respective clientele (Users). No property rights or intellectual rights are transferred to the Merchant in executing this Agreement. The Licence exclusively gives the Merchant the right to use myLoyalty service in accordance with the purposes stated in this Agreement or otherwise indicated.

6.3 JCC reserves all rights to the myLoyalty solution, including property rights, copyrights and intellectual property rights.

6.4 Merchant may not alter, copy, distribute, transfer, display, publish, send, broadcast by electronic or other means, sell or grant a licence to the myLoyalty or any information or software connected with the myLoyalty.

6.5 All the information on myLoyalty platform including JCC images are our copyrighted material except as otherwise indicated. Copying, downloading, republishing, distributing, or reproducing any of the information on myLoyalty platform is prohibited without the prior written consent of JCC as this constitutes and remains, at all times, JCC's intellectual property.

7. STANDARD FEES

	Fees Based on Transaction Amount and Number of participants (includes portal and multi-tenant APP and min 1000 Participants)		
	Transaction Fee	Any amount	1% on transaction amount spent / redeemed
	Fixed Recurring Fee	0 - 1.000 participants 1.001 – 5.000 participants 5.001 – 10.000 participants 10.001+ participants	€1 per month €3 per month €5 per month €10 per month

8. MERCHANT INVOICING

8.1 By the 15th of each calendar month, JCC will debit the Merchant's bank account with the fees of the previous month. The value date for the debit will correspond to the last day of the month.

8.2 By the 15th of each calendar month, JCC will generate an invoice corresponding to the charge and send it to the Merchant as per preferred invoice submission mode. The charge will also appear on the Merchant statement that the Merchant will receive from JCC for card acceptance functionality.

9. AUTHORISATION

9.1 The Merchant agrees that the fees specified in Clause 7 will be charged by JCC in the bank account associated with the Merchant outlet (shop), which was selected during the Merchant's registration process.

10. JCC CONTACT DETAILS

JCC PAYMENT SYSTEMS LTD
2571 Industrial Area Nisou, P.O. Box 21043, 1500 NICOSIA
Tel.: +357 22 868000 | Fax: +357 22 868591 | Email: merchantservice@jcc.com.cy or operations@jcc.com.cy www.jcc.com.cy

11. FORCE MAJEURE

JCC will not be held responsible for any delay or failure to comply with any of its obligations under this Agreement if the delay and/or failure arises from any cause which is beyond its reasonable control, including natural disasters, war or terrorist acts, industrial disputes, strikes, the dropout or non-functioning of transfer or communications facilities of clearing or settlement organizations, power outages, legislation and regulations from national, foreign and international administrative, civil or judicial authorities. If a case of force majeure arises, JCC shall take the actions and measures that are reasonably necessary to limit the negative consequences of such a situation.

12. PERSONAL DATA

In accepting these Terms you declare that you have read and understood the Privacy Statement governing the usage of the myLoyalty platform available at <https://www.jcc.com.cy/resources/>

13. APPLICABLE LAW AND JURISDICTION

Any disputes arising out or in connection with this Agreement shall be subject to the jurisdiction of the courts of the Republic of Cyprus and/or resolved by the Courts of the Republic of Cyprus.

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