



General Terms and Conditions (Users)

1. DESCRIPTION OF myLOYALTY

The 'myLoyalty' platform (myLoyalty) is a software service solution which is run as a cloud service and can be accessed by Users via web browsers or an app that can be downloaded on Android and iOS smartphone and tablet devices ("Mobile Device"). 'myLoyalty' is provided to 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 ("the Company", hereinafter referred to as "We" or "Us" or "JCC").

The Scheme provides Users the option to participate in specific offer schemes offered by Merchants participating in the Scheme.

Via the Scheme 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 are 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, reward referrals for Users who referred other Users to sign up, financial transactions based on total purchase value, financial transactions that were performed on specific days/times, birthdays, social network activities, website visits, subscriptions, etc.

Users, upon downloading myLoyalty, will be able to register for rewards at the Merchant where he/she is a customer and view running offers and their wallet balance (collected awards), manage their awards and spends, view a list of their transactions and assess how they may spend their awards.

The awards can be either a fixed amount or a percentage of the financial transaction value that triggered the offer and it is in the form of a cashback that can be spent on subsequent purchases.

The reward offers to be offered by Merchants via myLoyalty will define the spend conditions for the awarded cashback/points. Such conditions will define where the rewards can be spent, for instance at which Merchant outlet and on which days and/or periods.

When a registered User of myLoyalty visits a registered Merchant of myLoyalty and performs a Card transaction at the Merchants POS terminal the User will be awarded the corresponding loyalty award offered by the Merchants customised scheme. Depending on the redemption model chosen by the User the corresponding loyalty awards will be redeemed from the User's balance.

myLoyalty shall be valid from the registration date and shall be governed by the following terms and conditions (the "Terms").

2. DEFINITIONS

For the purposes of this Scheme, the following definitions shall apply:

(a) **Cards** means cards issued from time to time by the Banks.

(b) **Personal Information** means any information relating to an identifiable or identifiable natural person (“data subject”). An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

(c) **Awards** means the reward of the User for using his Cards during a transactions carried out when purchasing products and/or services and/or otherwise from Merchants participating in the Scheme.

(d) **Merchant** refers to any entity or individual that has a contract with JCC to make use of the myLoyalty management system and the myLoyalty merchant application, in order for it to be able to intitate a loyalty scheme and provide a range of reward cash back offers to Users.

(e) **Scheme** means the myLoyalty software solution platform to be made available to Merchants using JCC’s POS terminals through which Merchants will offer a vast range of reward offer types and reward offers to Users.

(f) **User** refers to an individual making use of the myLoyalty app and manages its loyalty participation through this app by enrolling to any available loyalty schemes of participating Merchants.

Before you register and use myLoyalty you are required to read these Terms carefully alongside the Privacy Statement available at <https://www.jcc.com.cy/resources/>

3. LICENCE TO INSTALL THE MYLOYALTY APP AND INTELLECTUAL PROPERTY RIGHTS

In installing and/or registering with myLoyalty We hereby grant You a strictly personal, non-exclusive and non-transferable licence to use myLoyalty.

The myLoyalty software is the intellectual property of CRM.COM DEVELOPMENT LIMITED, a company incorporated in the United Kingdom with Registration number 05446401 and Registration Address at 91 Waterloo Road, London SE1 8RT (“CRM.COM”). CRM.COM has granted Us a license to use the myLoyalty and offer it as a service to Merchants and Users. No property rights or intellectual rights are transferred to either Merchants or Users that have registered and/or accessed myLoyalty.

We reserve all rights to the myLoyalty, including property rights, copyrights and intellectual property rights;

The trade names, marks and logos (or symbols comparable with these) displayed on or in the myLoyalty are JCC property or CRM.COM property or of those that own them. You may not use any of these trade names, marks or logos without advance written permission;

As a User you 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;

As a User you must always use the most recent version of the myLoyalty and ensure that your Mobile Device's operating system is up to date;

The myLoyalty cannot be used on jailbroken - rooted devices. Such devices are vulnerable to malware attacks and viruses, thus posing a risk for the safety of the device and the myLoyalty. Installing and using the myLoyalty on such devices is a violation of the Terms. We shall in no way be liable for any action or task performed on and/or through jailbroken/rooted devices and any related liability shall be exclusively assumed by the User. We reserve the right to suspend or discontinue transactions through the myLoyalty or access to it, in total or in part, for reasons relating to security and/or suspicions of not authorized or fraudulent use of jailbroken/rooted or other devices;

4. myLoyalty BASIC FUNCTIONALITY

Participating in the Scheme allows Users to create an account via the registration of their Cards and thereafter enrol on any available loyalty schemes offered by participating Merchants. Users will subsequently benefit awards from the available offers offered by Merchants.

User are only permitted to use the myLoyalty if they have the necessary authorization to use and manage the Cards linked to it. So as to be able to use the myLoyalty, Users must first download the myLoyalty and complete the registration process.

In order to use the myLoyalty You must have an internet connection.

We reserve the absolute discretion to extend and/or limit and/or amend at any time the services provided by the myLoyalty subject to the respective obligations for amendment of these and in compliance with the applicable laws and regulations as amended and/or replaced from time to time.

5. ELIGIBILITY CRITERIA

Users of the myLoyalty must be sixteen (16) years old or over.

JCC reserves the right to extend and/or limit and/or change the eligibility criteria at its absolute discretion.

6. SECURITY

Users must at all times keeps their passwords secret and take all precautions to prevent unauthorised or fraudulent use of their password.

You must contact JCC immediately at Telephone: 22868000, email address: customerservice@jcc.com.cy in the following situations:

- i. When using the myLoyalty, you discover that your loyalty account has been used by someone other than you the User; or
- ii. Your Mobile Device or a Card linked to the myLoyalty has been stolen or lost. Your app will be deactivated after your notification.

In the instance you wish to reset your password either because its has bee forgotten or because you suspect or know that someone else knows or has seen your password, such

action may be performed via the sign up page of the myLoyalty by using the 'forgot password' process .

7. COSTS

There are no costs associated with the access and installation of myLoyalty. There may however be costs and/or charges imposed from the provider of your mobile network. These costs and/or charges are at your own expense.

8. LIABILITY

Users may download and use the myLoyalty at their own expense and risk. JCC is not liable for any damage caused to a Users Mobile Device and/or Card to such device and/ or any loss of data arising from the usage and installation of myLoyalty by the User. JCC is not liable for any kind of damage resulting from the use of software on your Mobile Device which has not been officially approved by the manufacturer of the operating system of your Mobile Device.

The myLoyalty is provided on an "*as is*" and/or "*as available*" basis without any guarantee, warranty, representation or assurance of any nature whatsoever by us in relation to the functionality of the myLoyalty app and the accuracy of the information shown in the myLoyalty. We are not liable for any kind of damage resulting from shortcomings or defects which affect the myLoyalty or linked card, except if such damage has been caused by deliberate recklessness or gross negligence on our part.

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

Without prejudice to any other limitations of liability as contained in these Terms, we are 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.

9. REPRESENTATIONS AND WARRANTIES OF USER

As a User you represent, acknowledge and confirm that the information provided by you during the process of registration with myLoyalty is true, accurate and up-to date and that you 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 User.

As a User you represent, acknowledge and confirm that you have the full capacity and authority to accept, abide and agree with these Terms and to use the myLoyalty in accordance with these Terms.

By accessing myLoyalty you acknowledge that you have a good command of the English language and that you have read and understood the contents of these Terms and of the Privacy Statement.

10. PERSONAL DATA

We are committed to the protection, in the highest degree possible, of your Personal Data and undertakes to lawfully process this data in accordance with and pursuant to the local applicable law on data protection, including, without limitation, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) which entered into force on the 25th of May of 2018, as this may be amended and/or replaced from time to time. We further undertake not to disclose your personal data unless such disclosure is required by Law or if You provide your written consent.

The security of your personal information is important to us and this is why we maintain physical, electronic, and procedural safeguards to secure your personal information. We secure the personally identifiable information You provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure. When personal information such as card details are transmitted this is protected through the use of encryption such as the Secure Socket Layer (SSL) protocol.

These Terms should be read alongside our Privacy Statement. The Privacy Statement sets out more detailed information about the use of your Personal Information by JCC.

11. EXCLUSION OF LIABILITY

We are not a party to the underlying (commercial) relationship between the User and the relevant Merchant, although we can pass on data concerning loyalty transactions that you have confirmed, by using the myLoyalty, to the relevant Merchant for reconciliation and fraud prevention purposes.

The information provided on the myLoyalty is believed to be reliable when posted. We cannot guarantee that information will be accurate, complete and current at all times. We in no event will be liable to any party for any direct, indirect, special or other consequential damage sustained by any User as a result of his/her reliance on information contained in this website and/or use of this website and/or use of any other linked site, including without limitation, loss of programs or other data on your information handling system or otherwise.

12. TERM, AMENDMENTS, TERMINATION, DEACTIVATION

We can amend these Terms and Conditions at any time.

Users may unenroll from a specific loyalty scheme at any time by deleting the specific Merchant's loyalty scheme from the myLoyalty app. In the instance you unenroll from a specific loyalty scheme you consent to the fact that all awards collected using the myLoyalty app, prior to unenrolling from the specific Merchant's scheme, will be lost.

The myLoyalty app may be uninstalled at any time by deleting the myLoyalty app from your Mobile Device. You accept that it is your own responsibility to deactivate the myLoyalty app and delete it from your Mobile Device when replacing or disposing of your Mobile Device.

Merchants are authorised to suspend or terminate your account from their loyalty scheme at any time by deleting your app account from their loyalty scheme.

In the instance a Users account is suspended by a Merchant, your account will be will be frozen.

In the instance a Users account is terminated by the Merchant, all awards collected using the myLoyalty app, prior to termination from the Merchant's scheme, will be lost.

We are authorised to suspend or terminate the myLoyalty app in cases in which we deem this advisable, which also includes situations in which we have reasonable grounds to suspect that:

- i. your myLoyalty app or your password has been or is being used fraudulently or in a manner that is not permitted,
- ii. your password has not been stored safely, or
- iii. your Mobile Device or password has been lost or stolen.

If possible, we will notify you of the suspension, termination.

We reserve the right to block and/or suspend your access to the myLoyalty in cases where, inter alia, a User has failed and/or denied and/or neglected our requests for verification of your identity and/or has committed a breach of these Terms.

These Terms are personal to you and you may not assign and/or transfer your rights and obligations created and/or arising under them to any third party.

13. FORCE MAJEURE

We will not be held responsible for any delay or failure to comply with our obligations under these Terms if the delay and/or failure arises from any cause which is beyond our 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, we will take the actions and measures that are reasonably necessary to limit the negative consequences of such a situation.

14. LINKS TO THIRD PARTY SITES

The myLoyalty may contain links to other Linked Sites. The Linked Sites are not under the control of JCC. JCC is not responsible for webcasting or any other form of transmission received from any Linked Site. JCC is connected to these links only for the purpose of processing, verifying and validating the loyalty information you have processed or submitted through myLoyalty system and the inclusion of any link does not imply endorsement by JCC of the site or any association with its operators.

15. COMPLAINTS

You may submit any complaint(s) in connection with the myLoyalty in writing to complaints@jcc.com.cy or call 22868000 within Cyprus. The complaint must include the user name which is your telephone number, an email address and a description of the complaint.

Where the complaint(s) and/or dispute(s) concern(s) the rewards and spend amounts for goods and/or services purchased via the myLoyalty You should settle such disputes with the merchant.

16. APPLICABLE LAW AND JURISDICTION

These Terms and all rights and duties arising hereunder shall be governed by and construed in accordance with the applicable laws and regulations of the Republic of Cyprus.

17. COMMUNICATION

Merchants participating in the Scheme will communicate with you electronically for notifications and relevant messages regarding the loyalty schemes offered by them.

You hereby confirm that You have read and understood completely the nature and characteristics of the myLoyalty Terms and of the Privacy Statement.

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