General Terms and Conditions of business company WEXO Solution s. r. o. for Customers

Business company WEXO Solution s. r. o.
with its registered seat at: Nevädzová 5, 821 01 Bratislava - Ružinov district, Slovak Republic
Company ID: 56 577 923
VAT number: 2122359558
VAT ID: SK2122359558
Registered in: Commercial Register of the Municipal Court Bratislava III, Section: Sro, File No.: 182478/B

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Supervisory authority:
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PREAMBLE

These GTC apply to the contractual relationship established between the Company and the Customer.

The purpose of these GTC is to regulate the mutual rights and obligations of the Parties in connection with the provision of services and digital services to the Customer.

I. DEFINITIONS

For the purposes of these GTC, the following terms shall have the meanings set out below:

Affiliate code means a unique code of the Customer, through which they can register new Customers in the Application WEXO Cashback;

Digital Services Act means Regulation (EU) 2022/2065 of the European Parliament and of the Council of October 19, 2022, on a single market for digital services and amending Directive 2000/31/EC (Digital Services Act);

Application WEXO Cashback means a mobile application for Customers, which is freely available for download by Customers and through which the Cashback system is made available to Customers, including the possibility of obtaining other benefits (for example the membership in WEXO Premium Subscribe);

Application WEXO Partner means a mobile application for Partners, which is freely available for download by Partners and through which Partners have the option of providing Cashback on purchases made in their Operation;

Call Center means the telephone number or numbers published by the Company for the purpose of receiving calls from Partners, Online Partners, Customers, and, where necessary, other persons in case of need for assistance or resolution of any problems on the WEXO Platform;

Cashback means a certain amount in fiat currency, expressed as a percentage of the total amount paid by the Customer at the Partner's Operation, at an Online Partner, for Gift Cards or for other goods and services (in the future, for example, for the purchase of tickets, airline tickets, etc.) in fiat currency, including VAT;

Cashback Affiliate means Direct Cashback Affiliate and/or Indirect Cashback Affiliate;

Cashback for Customer means Cashback to which the Customer is entitled for making a payment at the Partner's Operation, at an Online Partner, for the purchase of Gift Cards or payments for other goods and services (in the future, for example, for the purchase of tickets, airline tickets, etc.);

Cashback for Company means Cashback to which the Company is entitled from a payment made by the Customer at a Partner's Operation, at an Online Partner, for the purchase of Gift Cards or payment for other goods and services (in the future, for example, for the purchase of tickets, airline tickets, etc.);

Cashback system means one of the digital services available in the Application WEXO Cashback, the purpose of which is to provide Cashback in accordance with these GTC. The basic purpose of the Cashback system is to provide Cashback for Customer;

Gift Cards mean multi-purpose gift or discount cards that the Customer can purchase through the Application WEXO Cashback and which are issued by an entity other than the Company;

Lock-in Period means the term of the agreement for the provision of the product WEXO Reserve, depending on the specific variant of this product—WEXO Reserve 3M, WEXO Reserve 6M or WEXO Reserve – Pre-sale;

Fuel Cashback means Cashback to which the Customer with an activated WEXO Premium Subscribe membership is entitled and which is paid out from Rabat Affiliate in accordance with these GTC;

Credit means a sum of money in any fiat currency provided by the Partner to the Company in accordance with the GTC Cashback Partner and which will be used to pay Cashback in accordance with Article VIII. of these GTC to the Customer and/or a sum of money in any fiat currency provided by the Partner to the Company in accordance with the GTC Cashback Partner and which will be used to pay the welcome bonus and/or other benefits in accordance with clause 6. of Article VIII. of these GTC to the Customer;

Indirect Cashback Affiliate means Cashback to which the Customer with activated WEXO Premium Subscribe membership is entitled in accordance with Article XXI. of these GTC;

The Civil Code means Act No. 40/1964 Coll. Civil Code, as amended;

Online Partner means a legal entity, natural person - entrepreneur or other business entity that sells Goods to Customers through its website or by other means and enables them to obtain Cashback;

Other GTC means any and all terms and conditions that are valid and effective, published on the Website, in the Application WEXO Cashback or in the Application WEXO Partner, regulating the rights and obligations of the Company and entities that have agreed to them, within the entire WEXO Platform. These include, but are not limited to, the GTC Cashback and the GTC Founders Club;

Partner means to be a legal entity, natural person - entrepreneur, or other business entity that sells Goods to Customers in its Operation and is included in the Cashback system on the basis of the Other GTC;

WEXO Platform means a platform that enables the provision and acquisition of Cashback. WEXO Platform consists mainly, but not exclusively, of the Application WEXO Cashback, the Application WEXO Partner, the Website, and other digital components, including software, its code (source code, machine code), and know-how. WEXO Platform creates a functional and innovative ecosystem for earning Cashback through the Cashback system;

User Interface means a be the part of the Application WEXO Cashback that the Customer gains access to after Registration, through which the Customer has the opportunity to earn Cashback;

User Account means the Customer's user account that has undergone the Registration and which allows the Customer to use the User Interface;

Premium Cashback means Cashback for Customer in a premium amount, which is available exclusively to Customers with an activated WEXO Premium Subscribe membership;

Operation means the Partner's Operation in which Customers have the opportunity to purchase Goods and obtain Cashback;

Direct Cashback Affiliate means Cashback to which the Customer is entitled in accordance with Article XI. of these GTC;

Login Details means the Customer's email address and password entered during Registration, which are used to log into the User Account;

Founders Club Program means the loyalty and reward program that the Company provides to its Customers in accordance with the GTC Founders Club;

Rabat means the part of the Total Rabat that is intended for the payment of Cashback for Customers and Cashback Affiliates after deducting Cashback for Company;

Rabat Affiliate means the part of the Rabat that is intended for the payment of Cashback Affiliate;

Registration means the creation of a Customer User Account in the Application WEXO Cashback by completing and submitting the Registration Form;

Registration Form means a form for the Customer that allows them to create a User Account in the Application WEXO Cashback;

QR code means the Customer's unique QR code, which is assigned to them in the Application WEXO Cashback and which is used to be presented to Partners for the purpose of obtaining Cashback in accordance with Article VIII. of these GTC;

Shopping Points mean virtual points into which the funds representing the Customer's Shopping Credit will be exchanged in accordance with Article XXII. of these GTC;

Shopping Credit mean the Customer's funds that they have sent to their User Account in the Application WEXO Cashback, which have been exchanged to Shopping Points and which can be used in the manner specified in Article XXII. of these GTC;

Company means the business company WEXO Solution s. r. o., with its registered seat at: Nevädzová 5, 821 01 Bratislava - Ružinov district, ID No.: 56 577 923;

Consumer means a Customer - a natural person who, in connection with a consumer agreement, which is these GTC and other agreements concluded on their basis, obligations arising therefrom or in business practice, does not act within the scope of their business activity or profession;

Total Rabat means the total amount of Cashback as a percentage determined by the Partner in the Application WEXO Cashback, representing the sum of the Rabat and Cashback for Company;

Goods means any goods or services offered for sale by the Partner in its Operation, as well as any goods or services offered for sale by the Online Partner via its website or by other means;

Third Parties for the purposes of these GTC are persons other than the Customer;

Locked Amount means the portion of the Customer's Shopping Credit, expressed in Shopping Points, that the Customer has locked within the product WEXO Reserve and cannot freely dispose of during the Lock-in Period;

GTC means these general terms and conditions of the Company for the use of the Cashback system for Customers;

GTC Cashback Partner means the Company's general terms and conditions for the use of the Cashback system for Partners, which are part of the Other GTC;

GTC Founders Club means the Company's general terms and conditions for the Founders Club Program;

Selected Partners means the Company's external business partners included in the VIP Shopping service, whose Gift Cards the Company offers through the Application WEXO Cashback. The current list of Selected Partners is available in the Application WEXO Cashback, and the Company is entitled to change it at any time;

Reserved Volume means 30% of the total volume of Gift Cards from Selected Partners, which is available exclusively to Customers with an active product WEXO Reserve;

Website means the website www.wexopay.com;

WEXO Fuel means a bonus provided to the Customer by the Company in an amount equal to twice the amount of the remuneration paid by the Customer for the WEXO Premium Subscribe membership;

WEXO Premium Subscribe means a premium, time-limited membership provided to the Customer for a remuneration and includes the benefits specified in Article XXI. of these GTC;

WPOS means WEXO Point of Sales, i.e. one of the digital services available in the Application WEXO Cashback. WPOS technically to scan Customers' QR codes, and one of its functionalities is Cashback Scanner;

WEXO Reserve means a product that allows the Customer to voluntarily lock away a portion of their Shopping Credit (recorded as Shopping Points) and gain access to various benefits and the VIP Shopping service;

Customers mean be natural persons, natural persons – entrepreneurs, and legal entities that have completed Registration and created a User Account in the Application WEXO Cashback;

Consumer Protection Act means Act No. 108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts, as amended;

The Parties means the Company and the Customer.

II. INTRODUCTORY PROVISIONS

1. The Customer acknowledges that the Company:

   1.1. is the operator of the Application WEXO Cashback, including WPOS;

1.2. is the operator of the Cashback system, within which Customers can obtain Cashback in the form of WEXO Cashback points;

1.3. develops, modifies, and otherwise adjusts the Cashback system;

1.4. is responsible for ensuring the technical functioning of the Cashback system;

1.5. has all the rights, licenses, and know-how to operate the Application WEXO Cashback, including WPOS, the Cashback system, and all services available in the Application WEXO Cashback, including digital services;

1.6. holds all necessary licenses and authorizations to perform these activities and other activities under these GTC.

2. By agreeing to these GTC, a contractual relationship is established between the Parties, namely between the Company and the Customer, the subject of which is specified in the following Article. After expressing consent to these GTC, the Company will send them to the email address of the Customer who has expressed consent to them. The GTC are also available in the WEXO Cashback Application.

3. The Company informs the Customer that, pursuant to Section 5(1)(a) of the Consumer Protection Act, the main characteristics of Cashback, the Cashback system, WEXO Cashback points, WEXO Premium Subscribe, Shopping Credit, Shopping points and other services provided by the Company are, to the extent appropriate to their type, nature, and form of provision, the information specified in these GTC.

III. SUBJECT MATTER OF THE GTC

1. The subject matter of these GTC is the regulation of the following relationships between the Parties and the related rights, obligations, claims, and liabilities:

1.1. the Company's obligation to create a User Account for the Customer, to ensure its administration, including the User Interface and the Application WEXO Cashback, and to keep the Application WEXO Cashback available and functional;

1.2. the Company's obligation to display offers from various partners – Partners, Online Partners, or other entities within the Application WEXO Application to Customers as part of mediating the purchase of their Goods by Customers and the possibility for Customers to obtain Cashback;

1.3. the Company's obligation to ensure the proper technical functioning of the Cashback system as a digital service in the Application WEXO Cashback and to provide the Customer with other services, to the extent specified in Article V. of these GTC;

1.4. the Company's obligation to ensure the exchange of Cashback for Customer and/or Cashback Affiliate in EUR into WEXO Cashback points in accordance with these GTC;

1.5. the Company's obligation to ensure the payment of Cashback for Customer and/or Cashback Affiliate to Customers in accordance with these GTC;

1.6. the Company's obligation to enable Customers to purchase Gift Cards or other goods and services (in the future, for example, for the purchase of tickets, airline tickets, etc.) in accordance with these GTC;

1.7. the Company's obligation to provide the Customer with activated membership in WEXO Premium Subscribe with benefits under Article XXI. of these GTC, including Premium Cashback, Fuel Cashback, and WEXO Fuel, and to dispose of them in accordance with Article XXI. of these GTC;

1.8. the Company's obligation to provide the Customer with the option to send and record Shopping Credit and Shopping points and to use them to the extent specified in Article XXII. of these GTC;

1.9. the Company’s obligation to provide the Customer with WEXO Fuel and the VIP Shopping service if the Customer has activated the product WEXO Reserve by temporarily locking of a portion of the Shopping Credit recorded in Shopping Points;

1.10. the Customer's obligation to use the Application WEXO Cashback, the Cashback system, and other services under the terms and conditions set forth in these GTC;

1.11. as well as the obligation of the Customer and the Company to fulfill other obligations set out in these GTC.

2. The subject matter of these GTC also includes the regulation of the mutual rights and obligations of the Parties related to the contractual relations between the Parties based on these GTC.

3. All services, with the exception of WEXO Premium Subscribe membership, which is provided to the Customer for a remuneration in accordance with Article XXI. of these GTC, are to the Customer provided free of charge within the meaning of these GTC.

IV. REGISTRATION, CREATION OF A USER ACCOUNT, AND CONCLUSION OF THE AGREEMENT

1. If the Customer is interested in registering and gaining access to the User Interface, they are required to first create a User Account in accordance with this Article of the GTC. If the Customer is interested in using the User Interface of the Application WEXO Cashback and creating a User Account, they must complete Registration. The Application WEXO Cashback allows natural persons, natural persons who are entrepreneurs, and legal entities to complete Registration. By registering, an User Account management agreement is concluded between the Customer and the Company.

2. Registration is performed by filling out the Registration Form, in which the Customer shall provide:

   2.1. natural person – your email address, choose a password and confirm the password again for verification;

   2.2. natural person – entrepreneur – your ID number, country, email address, choose a password and confirm the password again for verification; and

   2.3. legal entity – your company ID number, country, email address, choose a password and confirm the password again for verification.

3. Registration is also possible through third-party user accounts, in particular, but not exclusively, through Apple, Gmail, Facebook, and/or Seznam user accounts. If the Customer uses this Registration option, they are obliged to follow the technical capabilities of the Application WEXO Cashback. In these cases, clause 2. above does not apply.

4. The Customer acknowledges that all information provided in the Registration Form must be complete and true. If there is any change to the data already entered, the Customer is obliged to correct this change in the User Account without undue delay or to inform the Company of such a change. The Company is entitled to withdraw from these GTC and cancel the User Account with immediate effect if it finds that the information provided by the Customer is false or incomplete or damages or may damage the Company.

5. By submitting the completed Registration Form and expressing their consent to these GTC and the Privacy Policy, the Customer becomes bound by these GTC. The Company shall fulfill its obligations and commitments to the Customer under these GTC as set out in Article III. of these GTC and provide services to the Customer in accordance with Article V. of these GTC. The Customer is obliged to use the Application WEXO Cashback and User Account exclusively in accordance with these GTC.

6. Each Customer is entitled to create and have only one User Account. The User Account is created for the Customer after submitting the completed Registration Form.

7. To log in to the User Account, the Customer is required to enter the Login Details they entered during Registration. If the Customer has forgotten their Login Details, they have the option to reset their password. In such a case, the Company will send a new temporary password to the Customer's email address, which is their username. The Customer is required to change their password after logging into their User Account without undue delay. If the Customer fails to do so, the Company is not liable for any damage incurred by the Customer, in particular in connection with any Third Party gaining access to the User Account.

8. The Customer is not entitled to allow Third Parties any access to their User Account or to allow Third Parties to use their User Account in any way. The Customer may not provide Third Parties with their Login Details for the User Account. If the Customer provides their Login Details to Third Parties, they expose themselves to danger. In such a case, the Customer bears all associated risks.

9. In the event of unauthorized access to the Customer's User Account by third parties or other misuse of the User Account, the Customer is obliged to report this to the Company without delay. However, the Company shall not be liable for any unauthorized access to the Customer's User Account or for the loss or disclosure of the Customer's Login Details.

10. The Customer has the option to add and/or change their personal data within their User Account. They have the option to add their bank account number in IBAN format or other data within the technical capabilities of the Application WEXO Cashback. This information may be necessary for obtaining Cashback for Customer and/or Cashback Affiliate and access to other services or benefits under these GTC. With regard to filling in the bank account in IBAN format and the subsequent payment of Cashback for Customer and/or Cashback Affiliate who are VAT payers, the special rules set out in Article XV. of these GTC apply.

11. The Company may, in justified cases, in particular in the event of a breach of the Customer's obligations under these GTC or in the event of suspected misuse of the User Account, suspend or cancel the User Account. In the event of cancellation of the User Account for these reasons, the Customer shall have no claims against the Company, with the exception of the Company's obligation to pay the Customer the Cashback to which the Customer became entitled during the term of the contractual relationship established by these GTC, in accordance with the procedure set out in Article XIV., clause 10. of these GTC.

12. The Customer is also entitled to cancel and delete their User Account in the Application WEXO Cashback. They can do so via the User Interface by clicking on the "Delete Account" option. The cancellation and deletion of the User Account are irreversible.

13. In the event of the death of a Customer who is a Consumer, the persons authorized to dispose of the User Account must prove their identity to the Company and the fact that they are authorized to dispose of the User Account or its contents. Authorized persons are required to submit relevant documentation proving that they are heirs or persons otherwise authorized to dispose of the deceased Customer's property. The Company is not obliged to search for and contact authorized persons in accordance with the previous sentence. Therefore, in order to access the User Account, authorized persons are obliged to contact the Company on their own initiative.

14. In the case of a Customer who is a natural person – entrepreneur, clause 13. of this Article of the GTC applies accordingly.

15. In the case of a Customer who is a legal entity, upon the dissolution of the legal entity without a legal successor, the User Account shall be made available to the liquidator of the legal entity or another person in a similar position as the liquidator after proving the relevant authorization to act on behalf of the Customer.

16. In the event of a merger, amalgamation, division, or other termination of a legal entity with a legal successor, the User Account shall be made available to the legal successor of the legal entity upon proof of legal succession by relevant documents (agreement, extract from the relevant register, etc.). The Customer is obliged to prove these facts to the Company.

V. PROVISION OF SERVICES AND DIGITAL SERVICES BY THE COMPANY

1. The Company undertakes that, after fulfilling the conditions set out in Article VII. of these GTC, it will include the Customer in the Cashback system so that the Customer has the opportunity to obtain Cashback for Customer and/or Cashback Affiliate.

2. The Company further undertakes to provide the Customer with the following services and/or digital services in accordance with these GTC:

    2.1. manage the Customer's User Account in the Application WEXO Cashback and record the data contained therein;

    2.2. to enable Customers to enjoy all the benefits associated with Registration and the creation of a User Account, including the display of offers from various partners – Partners, Online Partners, or other entities within the framework of mediating the purchase of their Goods through the Application WEXO Cashback;

    2.3. technically operate the Cashback system in the Application WEXO Cashback within the scope of these GTC and the services and/or digital services specified therein;

    2.4. develop, change, and otherwise modify the Cashback system;

    2.5. ensure the technical functioning of the Cashback system;

    2.6. accept and store the Partner Credit in its bank account, but only in relation to Cashback for Customer in accordance with Article VIII. of these GTC;

    2.7. keep accurate and up-to-date records of the Partner's received Credits, but only in relation to Cashback for Customer pursuant to Article VIII. of these GTC;

    2.8. record the amount of Cashback for Customer as a percentage (%) to which the Customer is entitled from each payment for Goods within the meaning of these GTC;

    2.9. monitor Customer purchases from Partners via WPOS or other forms of payment, if the Partner has registered the QR code of the relevant Customer, including the amount of the Customer's payment in EUR;

    2.10. monitor Customers' purchases from Online Partners and/or purchases of Gift Cards or other goods and services within the meaning of these GTC, including the amount of the Customer's payment in EUR;

    2.11. monitor the use of Affiliate codes by Customers and the relevant Cashback Affiliate to which Customers are entitled in accordance with these GTC;

    2.12. calculate the amount of Cashback for Customer in accordance with Article VIII. of these GTC in EUR when the Customer purchases Goods from the Partner via WPOS or another form of payment, if the Partner has registered the QR code of the relevant Customer;

2.13. deduct the amount of Cashback for Customer in EUR according to the previous clause from the Credit of the Partner at whom the purchase of Goods was made according to the previous clause, convert this amount into WEXO Cashback points and record the number of WEXO Cashback points in the Application WEXO Cashback and User Account registered to the Customer who made the purchase of Goods from the Partner in accordance with the previous clause;

2.14. calculate the amount of Cashback for Customer in EUR to which the Customer is entitled in accordance with these GTC, with the exception of Cashback for Customer for the purchase of Goods from the Partner according to clause 2.13. above;

2.15. convert the amount of Cashback for Customer according to the previous clause in EUR into WEXO Cashback points and record the number of WEXO Cashback points in the Application WEXO Cashback and User Account registered to the Customer who made the purchase of Goods;

2.16. calculate the amount of Cashback Affiliate in EUR, convert Cashback Affiliate in EUR into WEXO Cashback points and record the number of WEXO Cashback points in the Application WEXO Cashback and User Account registered to the Customer who is entitled to Cashback Affiliate;

2.17. provide the Customer with benefits associated with the Customer's membership in WEXO Premium Subscribe to the extent specified in Article XXI. of these GTC;

2.18. dispose of Premium Cashback, Fuel Cashback, and WEXO Fuel in the manner specified in Article XXI. of these GTC;

2.19. accept Shopping Credit from the Customer, convert Shopping Credit into Shopping points, record the current balance of Shopping points in the Customer's User Account, and enable the Customer to use Shopping points to the extent specified in Article XXII. of these GTC;

2.20. allow the Customer to temporarily lock a portion of the Shopping Credit recorded as Shopping Points, thereby activating the product WEXO Reserve;

2.21. to provide the Customer with WEXO Fuel and the VIP Shopping service if the Customer has activated the product WEXO Reserve by temporarily locking a portion of the Shopping Credit recorded in Shopping Points;

2.22. as well as provide other services and/or digital services specified in these GTC and fulfill other obligations specified in these GTC.

3. The Customer is entitled to report all errors, failures, and other defects in the Cashback system and services provided by the Company to the Call Center or email address: hello@wexopay.com. If necessary, the Company shall do everything necessary to eliminate the error, failure, or other defect in the Cashback system and its services and restore the functionality of the Cashback system and its services as soon as possible, depending on its personnel and time resources.

VI. CASHBACK

1. Cashback represents a certain percentage of the total amount paid by the Customer for the Partner's Goods in the Operation, for the Online Partner's Goods, for the purchase of Gift Cards, for the purchase of other goods and services in accordance with these GTC, or for the use of an Affiliate Code in accordance with other Articles of these GTC.

2. The amount of Cashback for Customer (the relevant percentage) is determined either by the Partner (indirectly, by determining the amount of Total Rabat, from which the Cashback for Customer is then calculated) or by the Company. The amount of Cashback for Customer, which the Customer sees in the Application WEXO Cashback, may change. However, the Customer always sees the current amount of Cashback for Customer in the Application WEXO Cashback, to which they are entitled in the event of payment (except in cases specified in these GTC where Cashback for Customer is rejected by the Online Partner or where the Customer is only entitled to Cashback in relation to selected Goods of the Online Partner as specified in Article IX. of these GTC). The amount of Cashback Affiliate is fixed in accordance with these GTC.

3. The amount of Cashback for Customer from each payment made by the Customer within the meaning of these GTC is rounded up to two decimal places. The Cashback Affiliate to which the Customer may be entitled in accordance with Article XI. of these GTC is rounded in the same way.

4. The Company monitors individual payments made by the Customer, as well as the amount of Cashback for Customer and/or Cashback Affiliate to which the Customer is entitled. Based on the information in the previous sentence, the Company continuously determines the exact amounts of Cashback in EUR, which it then exchanges for WEXO Cashback points in accordance with Article XII. of these GTC.

5. Cashback for Customer represents a reward for the purchase of Goods of Partner, Goods of Online Partner, Gift Cards, and/or other goods and services within the meaning of these GTC. Cashback Affiliate

represents a reward for the Customer for registering another Customer in the Application WEXO Cashback.

6. Cashback for Customer for the purchase of Partner Goods is returned to the Customer from the Partner's funds, which the Partner has in the form of Credit. Cashback for Customer for the purchase of Online Partner's Goods, Gift Cards or other goods and services within the meaning of these GTC is provided by the Company from Rabat. Cashback Affiliate for registering a new Customer in the Application WEXO Cashback is provided by the Company from Rabat Affiliate.

7. Cashback for Customer is paid exclusively to the Application WEXO Cashback, specifically to the WEXO Wallet available in the Application WEXO Cashback in the User Account.

8. For the avoidance of doubt, the Cashback for Customer paid to the Customer and the Cashback for Company paid to the Company shall not be refunded in the event of termination of the relevant agreement on the basis of which the Customer made the payment. The same applies to Cashback Affiliate.

VII. INCLUSION OF THE CUSTOMER IN THE CASHBACK SYSTEM

1. In order to include the Customer in the Cashback system, the Customer must download the Application WEXO Cashback, complete the Registration, and express their consent to these GTC. If the Customer meets these conditions, they are automatically included in the Cashback system.

2. Customers enrolled in the Cashback system have the opportunity to earn Cashback for Customer and/or Cashback Affiliate after fulfilling the conditions set out in these GTC.

VIII. CONDITIONS FOR EARNING CASHBACK - PARTNERS

1. A Customer enrolled in the Cashback system receives Cashback for Customer as a reward in the amount of a certain percentage of the price of the Goods if they presented a QR code to the Partner when paying for these Goods. The Customer receives Cashback for Customer in the amount visible in the Application WEXO Cashback. Cashback for Customer therefore represents a certain percentage of the total amount paid by the Customer for the Partner's Goods at the Partner's Operation, including VAT, which the Customer makes, while the Partner scans the Customer's QR code.

2. If the Customer is interested in receiving Cashback for Customer, they must present their QR code when paying for the Goods to the Partner. The Customer can present the QR code using the Application WEXO Cashback or by other suitable means (e.g., by presenting a screenshot with a sufficiently visible QR code on their mobile phone). If the Customer is unable to present the QR code at the time of payment for the Goods (e.g., they do not have their mobile phone with them or cannot present the QR code for other reasons), they cannot receive Cashback for Customer. This fact is not considered a defect in the service for which the Company would be responsible.

3. The Customer is only entitled to present to the Partner a QR code that has been generated for that Customer. The Customer is not entitled to present to the Partner a QR code generated for a person other than the Customer presenting the QR code. This means that the Customer is not entitled to present the QR code of another Customer. If the Company finds that the Customer is acting in violation of this clause of the GTC, it is obliged to take all necessary measures, including the possibility of withdrawing from these GTC and no longer providing Cashback for Customer.

4. The Company pays Cashback for Customer from the Credit of the Partner to whom the Customer made payment for the Goods via WPOS or another form of payment, whereby the Partner scanned the Customer's QR code into WPOS. The Company pays Cashback for Customer by exchanging the amount of Cashback for Customer in EUR from the Credit of the Partner to whom the Customer made the payment for WEXO Cashback points and sending this amount of WEXO Cashback points to the Customer's WEXO Wallet available in the Application WEXO Cashback.

5. Cashback for Customer for the purchase of Partner Goods is provided to the Customer as a reward. In view of this, the Customer is obliged to perform all acts necessary to assess the taxation and possible taxation of Cashback for Customer in accordance with this Article of the GTC themselves and at their own expense and risk. In particular, the Customer is obliged to comply with the tax laws of their country of tax residence that apply to them. The Company is not responsible for any breach by the Customer of any obligation imposed on them by the laws applicable in their country of tax residence in this regard.

6. In addition to the possibility of obtaining Cashback for Customer under clauses 1. to 6. of this Article above, the Customer also has the possibility of obtaining a welcome bonus or other benefit provided by the Partner. A welcome bonus or other benefit may be provided to the Customer by specific Partners for the first purchase of Goods from the Partner, for the Customer's anniversary, or for repeated purchases of Goods from the Partner in the form of a loyalty reward. The amount and specific conditions for providing the welcome bonus and/or other benefits are determined by the Partner. The welcome bonus or other benefit is paid from the Partner's Credit. The provisions of these GTC governing these issues in relation to Cashback for Customer shall apply to the deduction of the welcome bonus or other benefit from the

Partner's Credit, their conversion into WEXO Cashback points, the possibility of disposing of WEXO Cashback points, including the possibility of their valuation and payment.

7. The Customer may not use the Cashback system and services provided by the Company under Article V. of these GTC in violation of these GTC, to the detriment of the Company or to the detriment of the Partner. In particular, the Customer may not purposefully conclude and then cancel agreements with Partners for the purpose of obtaining Cashback for Customer. If any action by the Customer is found to be in violation of this clause of the GTC, the Customer will be asked to provide an explanation. If the Customer fails to provide an explanation in accordance with the previous sentence, or if the Company considers the Customer's explanation to be false or insufficient, it has the right to withdraw from these GTC and to no longer provide Cashback for Customer.

IX. CONDITIONS FOR OBTAINING CASHBACK – ONLINE PARTNERS

1. Customers enrolled in the Cashback system also have the opportunity to earn Cashback for purchases of the Goods of Online Partners. A list of current Online Partners is always available in the Application WEXO Cashback. Customers earn Cashback in the amount shown in the Application WEXO Cashback. Cashback represents a certain percentage of the total amount paid by the Customer for the Goods of the Online Partner, including VAT, which the Customer makes by clicking on the link via the Application WEXO Cashback to purchase the Goods. However, when obtaining Cashback from Online Partners, the special rules set out in this Article of the GTC apply.

2. The Company cooperates with an external business partner for the purpose of providing Cashback for Customer in accordance with this Article of the GTC. However, Cashback for Customer is provided directly by the Company in the amount determined by the Company. The Company is entitled to change the amount of Cashback for Customer determined in accordance with the previous sentence at any time.

3. Cashback for Customer for the purchase of Goods from Online Partners may be linked to the purchase of specific Goods designated by Online Partners. In view of this, the Customer may not be entitled to receive Cashback for Customer in all cases, of which the Customer has been informed and agrees.

4. If the Customer is interested in receiving Cashback for Customer, they must select an Online Partner via the Application WEXO Cashback and click on the relevant option to receive Cashback for Customer. The Customer will then be redirected to the website or other portal of the Online Partner, where the Customer will purchase the Online Partner's Goods. The Company will then calculate the amount of Cashback for Customer in EUR from the value of the purchase made by the Customer with the Online Partner, which will then be converted into WEXO Cashback points in accordance with Article XII. of these GTC.

5. The Customer acknowledges that the Online Partner is entitled to refuse to provide Cashback for Customer or not to approve the provision of Cashback for Customer in accordance with its own general terms and conditions for the provision of cashback. In such a case, the Customer is not entitled to receive Cashback in accordance with these GTC. At the same time, this is not considered a breach of the Company's obligations under these GTC.

6. Cashback for Customer for the purchase of Goods from Online Partners is provided to the Customer as a reward. In view of this, the Customer is obliged to perform all acts necessary to assess the taxation and possible taxation of Cashback for Customer in accordance with this Article of the GTC themselves and at their own expense and risk. In particular, the Customer is obliged to comply with the tax laws of their country of tax residence that apply to them. The Company is not responsible for any breach by the Customer of any obligation imposed on them by the laws applicable in their country of tax residence in this regard.

7. The Customer may not use the Cashback system and services provided by the Company under Article V. of these GTC in violation of these GTC, to the detriment of the Company or to the detriment of the Company's external business partner and/or Online Partner. In particular, the Customer may not purposefully conclude and then cancel agreements with Online Partners for the purpose of obtaining Cashback for Customer. If any action by the Customer is found to be in violation of this clause of the GTC, the Customer will be asked to provide an explanation. If the Customer fails to provide an explanation in accordance with the previous sentence, or if the Company considers the Customer's explanation to be false or insufficient, it has the right to withdraw from these GTC and to discontinue providing Cashback for Customer.

X. CONDITIONS FOR OBTAINING CASHBACK – GIFT CARDS

1. Customers enrolled in the Cashback system have the option of obtaining Cashback for Customers for the purchase of Gift Cards. The purchase of Gift Cards by Customers is governed by the provisions of Article XVI. of these GTC. A list of currently available Gift Cards is always provided in the Application WEXO Cashback. The Customer receives Cashback for Customer from the amount paid by them for Gift Cards and in the amount visible in the Application WEXO Cashback. The amount of Cashback in EUR to which the Customer is entitled will then be converted into WEXO Cashback points in accordance with Article XII. of these GTC.

2. Gift Cards are used to pay for goods and services from various business partners. Gift Cards are issued by the relevant external business partner of the Company, which has also enabled the Company to sell them through the Application WEXO Cashback. However, Cashback for Customer for the purchase of Gift Cards is provided to the Customer directly by the Company in the amount determined by the Company. The Company is entitled to change the amount of Cashback for Customer determined in accordance with the previous sentence at any time.

3. The Customer may also use WEXO Cashback points to purchase Gift Cards. The Customer can see the current price of Gift Cards directly in the Application WEXO Cashback.

4. Gift Cards may have a specified validity period. If the Customer does not use them within their validity period (e.g., 1 year from the date of purchase of the Gift Card), the Gift Cards may not be accepted by the Company's external business partner that issued it. In such a case, the Customer is not entitled to a refund of the purchase price or any other compensation, which they are informed of in advance and agree to.

5. If the Customer is interested in obtaining Cashback for Customer, they must use the Application WEXO Cashback to select the Gift Card of a specific business partner, its value, and the method of payment in accordance with Article XVI. of these GTC.

6. Cashback for Customer for the purchase of Gift Cards is provided to the Customer as a reward. In view of this, the Customer is obliged to perform all acts necessary to assess the taxation and possible taxation of Cashback for Customer in accordance with this Article of the GTC themselves and at their own expense and risk. In particular, the Customer is obliged to comply with the tax laws of their country of tax residence that apply to them. The Company is not responsible for any breach by the Customer of any obligation imposed on them by the laws applicable in their country of tax residence in this regard.

7. The Customer may not use the Cashback system and services provided by the Company under Article V. of these GTC in violation of these GTC, to the detriment of the Company or to the detriment of the Company's external business partner who issued the Gift Cards. In particular, the Customer may not purposefully conclude and then cancel agreements for the purchase of Gift Cards for the purpose of obtaining Cashback for Customer. If any action by the Customer is found to be in violation of this clause of the GTC, the Customer will be asked to provide an explanation. If the Customer fails to provide an explanation in accordance with the previous sentence, or if the Company deems the Customer's explanation to be false or insufficient, it has the right to withdraw from these GTC and to no longer provide Cashback for Customer.

XI. CONDITIONS FOR OBTAINING CASHBACK – AFFILIATE CODE

1. The Application WEXO Cashback automatically generates an Affiliate Code for each registered Customer. The Customer has access to their Affiliate Code within the User Interface of the Application WEXO Cashback. The Affiliate Code can be used to register a new Customer in the Application WEXO Cashback using the Affiliate Code of a specific Customer.

2. By using the Affiliate Code, Customers are entitled to receive Cashback Affiliate, specifically Direct Cashback Affiliate. Customers with an active WEXO Premium Subscribe membership may also receive Indirect Cashback Affiliate, under the conditions set out in Article XXI. of these GTC.

3. The Customer is entitled to Direct Cashback Affiliate if:

   3.1. this Customer has registered another Customer in the Application WEXO Cashback using their unique Affiliate code; and

   3.2. the Customer registered under clause 3.1. above has made a payment for the Partner's Goods, Online Partner's Goods and/or Gift Cards.

   Direct Cashback Affiliate represents an amount equal to 1/3 of the Rabat Affiliate. Direct Cashback Affiliate is a reward for the Customer for registering a new Customer in the Application WEXO Cashback.

4. Direct Cashback Affiliate will be automatically converted into WEXO Cashback points in accordance with Article XII. of these GTC and credited to the WEXO Wallet of the relevant Customer available in the Application WEXO Cashback. Customers will be able to use the WEXO Cashback points earned under this Article as specified in Article XIII. and/or XIV. of these GTC.

5. Cashback Affiliate is provided to the Customer as a reward. In view of this, the Customer is obliged to perform all acts necessary to assess the taxation and possible taxation of Cashback Affiliate in accordance with this Article of the GTC themselves and at their own expense and risk. In particular, the Customer is obliged to comply with the tax laws of their country of tax residence that apply to them. The Company is not responsible for any breach by the Customer of any obligation imposed on them by the laws applicable in their country of tax residence in this regard.

XII. EXCHANGE OF CASHBACK IN EUR TO WEXO CASHBACK POINTS

1. The Customer acknowledges that the Company will exchange Cashback for Customer and/or Cashback Affiliate in EUR, which the Customer has obtained in accordance with Articles VIII. to XI. of these GTC, for WEXO Cashback points in accordance with this Article of the GTC. All WEXO Cashback points will be credited to the Customer's WEXO Wallet available in the Application WEXO Cashback.

2. For the avoidance of doubt, WEXO Cashback points are virtual points created solely for the purposes of the Cashback system and the provision of Cashback for Customer and/or Cashback Affiliate and Partners. They are not cryptocurrencies, financial instruments or other similar instruments.

3. The conversion of Cashback in EUR, which the Customer has earned in accordance with Articles VIII. to XI. of these GTC, into WEXO Cashback points is carried out automatically at the time of crediting Cashback for Customer and/or Cashback Affiliate to the Customer and based on the Customer's consent to these GTC.

4. The conversion of Cashback for Customer and/or Cashback Affiliate into WEXO Cashback points is carried out as follows:

   4.1. 1 EUR = 1 WEXO Cashback point;

   4.2. 0.1 EUR = 0.1 WEXO Cashback point; and

   4.3. 0.01 EUR = 0.01 WEXO Cashback point.

   Example: The Customer is entitled to Cashback for Customer in the amount of EUR 2.76 for the purchase of the Goods of Partner. After exchanging Cashback for Customer in EUR for WEXO Cashback points, the Customer will have 2.76 WEXO Cashback points.

5. The Customer will see the current number of WEXO Cashback points and their value expressed in EUR in the User Interface of the Application WEXO Cashback after logging into their User Account.

6. The Customer is entitled to dispose of WEXO Cashback points in accordance with Article XIII. and/or XIV. of these GTC.

XIII. OPTION TO RETAIN AND ACCUMULATE WEXO CASHBACK POINTS OVER TIME

1. The User earns WEXO cashback points (hereinafter the "Points") automatically when purchasing goods and services through the WEXO application or from participating partners, to the extent and under the conditions set out in these Terms. Points are credited to the User's account, and the User may view their current Points balance at any time through the application. Earning Points does not require any special activity on the part of the User beyond ordinary shopping; Points arise naturally as a reward for completed purchases.

2. The User is under no obligation to use credited Points immediately. Points remain credited to the User's account without any time limitation, and the User may keep them for as long as they wish and continue to accumulate them through further purchases. The range of benefits that can be obtained in exchange for Points may change over time, and retaining Points for a longer period may therefore bring the User greater benefit in the future than using them right away. The Company may also grant additional bonus Points or other benefits to Users who retain their Points over a longer period, in accordance with the program rules in effect at the given time.

3. Points are linked to the User's account, serve exclusively for the purposes of the WEXO cashback program, and may only be used in the ways set out in these Terms. The Company reserves the right to reasonably amend the rules for earning, retaining, and using Points, provided that Points credited before such an amendment takes effect shall remain preserved for the User.

XIV. CASHBACK PAYMENT

1. In order for Cashback for Customer and/or Cashback Affiliate to be paid, the Customer is required to fill in the following information in their User Account:

   1.1. natural person - their first name, last name, residential address, date of birth;

   1.2. natural person – entrepreneur – business name, place of business, ID number, tax ID number, VAT ID number (if the legal entity is a VAT payer); and

   1.3. legal entity – business name, registered office, ID number, tax ID number, VAT ID number (if the legal entity is a VAT payer).

2. The Company informs the Customer that without filling in the data according to clause 1. of this Article, the Customer will not be able to request the payment of Cashback for Customer and/or Cashback Affiliate.

3. The payment of Cashback for Customer and/or Cashback Affiliate will be made depending on whether the Customer is a VAT payer or not. The provisions of this Article of the GTC shall apply to the payment of Cashback for Customer and/or Cashback Affiliate for a Customer who is not a VAT payer. For the

purposes of these GTC, the Company considers a Customer who has not filled in their VAT ID number in their User Account to be a Customer who is not a VAT payer.

4. The Customer may request the payment of Cashback for Customer and/or Cashback Affiliate if the value of their WEXO Cashback points in EUR has reached a minimum value of EUR 20.00. In such a case, the Customer has the option to request payment of Cashback for Customer and/or Cashback Affiliate by pressing the appropriate button in the Application WEXO Cashback.

5. Cashback for Customer and/or Cashback Affiliate is paid to the Customer in EUR to their bank account in IBAN format, which the Customer enters for this purpose. In this case, the payment of Cashback for Customer and/or Cashback Affiliate is made automatically, based on the Customer's request via the Application WEXO Cashback.

6. The Company shall not be liable for any incorrect information provided by the Customer regarding the bank account to which the Cashback for Customer and/or Cashback Affiliate is to be paid. The Customer is therefore obliged to check the correctness of the bank account to which the Cashback for Customer and/or Cashback Affiliate is to be paid.

7. A Customer who is a natural person – entrepreneur or legal entity is not obliged to issue an invoice to the Company for the purpose of paying Cashback for Customer and/or Cashback Affiliate. However, the Company shall send Customers, in accordance with the previous sentence, an overview of Cashback for Customer and/or Cashback Affiliate that was paid for the relevant calendar year, which these Customers may use for accounting purposes. The Company shall send the overview referred to in the previous sentence by the end of January following the calendar year for which the overview is prepared. The overview will be sent to the Customer's email address provided in the Registration Form.

8. If the value of the Cashback for Customer and/or Cashback Affiliate has not reached at least EUR 20.00, the Customer may dispose of WEXO Cashback points in accordance with these GTC (in particular in accordance with Article XIII. or for the purpose of paying the purchase price for Gift Cards or other goods and services within the meaning of these GTC).

9. For the avoidance of doubt, the Cashback for Customer that was already paid to the Customer shall not be refunded in the event of termination of the agreement on the basis of which the Customer made the payment. The same applies to Cashback Affiliate. The Customer is not obliged to return the Cashback for Customer that was already paid to the Customer even in the event of termination of the contractual relationship established by these GTC.

10. If the Company has acted in accordance with clause 11. of Article IV. of these GTC and has suspended or canceled the Customer's User Account, the Customer must contact the Company by email at hello@wexopay.com in order to receive Cashback for Customer and/or Cashback Affiliate.

11. Cashback for Customer and/or Cashback Affiliate is considered paid at the moment the Cashback for Customer and/or Cashback Affiliate is credited to the Customer's bank account.

XV. CASHBACK PAYMENT – SPECIAL RULES FOR CUSTOMERS WHO ARE VAT PAYERS

1. In order for Cashback for Customer and/or Cashback Affiliate to be paid, the Customer is required to fill in the information specified in Article XIV., clause 1. of these GTC in their User Account. In this regard, the Company informs the Customer that without filling in the information specified in Article XIV., clause 1. of these GTC, the Customer will not be able to request a payment of Cashback for Customer and/or Cashback Affiliate.

2. The provisions of this Article of the GTC shall apply exclusively to the payment of Cashback for Customer and/or Cashback Affiliate for Customers who are VAT payers. For the purposes of these GTC, the Company considers a Customer who is a VAT payer to be a Customer who has entered their VAT ID number in their User Account.

3. The Customer may request the payment of Cashback for Customer and/or Cashback Affiliate if the value of their WEXO Cashback points in EUR has reached a minimum value of EUR 20.00. In such a case, the Customer has the option to request the payment of Cashback for Customer and/or Cashback Affiliate by pressing the appropriate button in the Application WEXO Cashback.

4. After pressing the button for requesting a payment of Cashback for Customer and/or Cashback Affiliate, the Cashback for Customer and/or Cashback Affiliate requested by the Customer will be marked as "Pending". Cashback for Customer and/or Cashback Affiliate will therefore not be paid to the Customer automatically just by pressing the relevant button.

5. Cashback for Customer and/or Cashback Affiliate that is in "Pending" status will be subject to internal review by the Company and its relevant department or employee. As part of the internal verification process, the request for payment of Cashback for Customer and/or Cashback Affiliate will be verified manually. As part of the process under this provision, the Company may request additional information

and documents from the Customer. In this regard, the Customer is obliged to provide the Company with the necessary cooperation.

6. If, based on the internal review referred to in clause 5. above, the Company concludes that Cashback for Customer and/or Cashback Affiliate can be paid, it will ask the Customer to issue an invoice. The Customer is then obliged to issue an invoice to the Company for the payment of Cashback for Customer and/or Cashback Affiliate together with VAT and deliver it to the Company at the email address hello@wexopay.com. The invoice must be payable at least 15 days from the date of its delivery to the Company in accordance with the previous sentence.

7. Cashback for Customer and/or Cashback Affiliate shall be paid to the Customer in accordance with this Article exclusively on the basis of a duly issued invoice.

8. After the Company has paid the Cashback for Customer and/or Cashback Affiliate, the status of the payment of Cashback for Customer and/or Cashback Affiliate will change from "Pending" to "Processed".

9. Cashback for Customer and/or Cashback Affiliate is considered paid at the moment the Cashback for Customer and/or Cashback Affiliate is credited to the Customer's bank account.

10. If the value of Cashback for Customer and/or Cashback Affiliate does not reach at least EUR 20.00, the Customer may dispose of WEXO Cashback points in accordance with these GTC (in particular in accordance with Article XIII. or for the purpose of paying the purchase price for Gift Cards or other goods and services within the meaning of these GTC).

XVI. PURCHASE AGREEMENT – GIFT CARDS

1. The Customer has the option to purchase various Gift Cards through the Application WEXO Cashback, which can then be used to pay for various goods and services from various business partners. The list of currently available Gift Cards is always available in the Application WEXO Cashback.

2. If the Customer is interested in purchasing Gift Cards, they enter into a purchase agreement with the Company. The subject of this purchase agreement is the Company's obligation to deliver Gift Cards to the Customer in the quantity, value, and number specified by the Customer, and the Customer's obligation to pay the Company the purchase price for the Gift Cards.

3. The purchase agreement is concluded via the Application WEXO Cashback. The Customer can choose Gift Cards from a specific business partner, their value, and the payment method, all according to the options available in the Application WEXO Cashback. The customer can see the purchase price for the Gift Cards they have selected in advance. The agreement is concluded when the Customer presses the "Order with obligation to pay" button or another button with the same content.

4. The Company shall deliver the Gift Cards to the Customer without undue delay after payment of the purchase price, no later than 5 calendar days from the date of payment of the purchase price by the Customer, unless the Company and the Customer agree otherwise in a specific case. Together with the Gift Cards, the Company shall also provide the Customer with the information necessary to use the Gift Cards, unless this information has already been provided to the Customer in the Application WEXO Cashback prior to purchase.

5. Gift Cards will be delivered electronically by sending Gift Cards, codes, or other information to the Customer's User Account in the Application WEXO Cashback. Gift Cards are considered delivered when the Gift Cards, codes, or other necessary information are displayed to the Customer in their User Account. The Company does not charge the Customer any fees for the delivery of Gift Cards.

6. If the Company fails to deliver the Gift Cards on time, the Customer may withdraw from the purchase agreement without providing the Company with an additional reasonable period for delivery of the Gift Cards if:

   6.1. The Company refused to deliver the Gift Cards;

   6.2. the timely delivery of the Gift Cards was particularly important in view of all the circumstances of the conclusion of the purchase agreement; or

   6.3. the Customer informed the Company prior to the conclusion of the purchase agreement that the timely delivery of the Gift Cards was extremely important.

   After withdrawal from the purchase agreement, the Company shall return to the Customer without undue delay everything it has received from the Customer under the purchase agreement, in particular the purchase price.

7. The Customer is obliged to pay the Company the purchase price for the Gift Cards in the amount that the Customer will see in the Application WEXO Cashback. The Customer can choose between paying the purchase price by payment card or bank transfer or using WEXO Cashback points. If the Customer pays the purchase price for Gift Cards by payment card or bank transfer, the provisions of clauses 8. and 9. of

these GTC shall apply. If the Customer wishes to pay the purchase price using WEXO Cashback points, the provisions of clause 10. of this Article shall apply.

8. The purchase price is agreed in EUR without VAT. VAT will be added to the purchase price in accordance with the relevant legal regulations in force in the Slovak Republic.

9. The Customer shall pay the purchase price no later than 7 calendar days after delivery of the Gift Cards in accordance with clause 5. of this Article, unless the Company and the Customer agree otherwise in a specific case. If the Customer fails to pay the purchase price for the Gift Cards within the period specified in the previous sentence, the termination condition shall apply and the purchase agreement shall automatically terminate. In such a case, the Customer has the option to purchase the Gift Cards again by concluding a new purchase agreement.

10. If the Customer wishes to use WEXO Cashback points to pay the purchase price, the purchase price will be paid on the basis of mutual offsetting of claims. WEXO Cashback points represent the Customer's claim for payment of the Cashback against the Company. The mutual offsetting of the Company's claim for payment of the purchase price for Gift Cards and the Customer's claim for payment of Cashback shall take place on the date of conclusion of the purchase agreement. The claims referred to in the previous sentence shall expire to the extent that they cover each other. If the Company's claim for payment of the purchase price for Gift Cards exceeds the Customer's claim for Cashback payment, the Company's claim for payment of the purchase price for Gift Cards shall expire to the extent that it is covered by the Customer's claim for Cashback payment. The Customer is obliged to pay the remaining part of the purchase price in accordance with clauses 8. and 9. of this Article above. After mutual offsetting in accordance with this clause, the Company will automatically deduct the WEXO Cashback points used to pay the purchase price for Gift Cards from the Customer's WEXO Wallet.

11. For the purpose of paying the purchase price, the Company shall issue an invoice to the Customer and deliver it to the Customer by email.

12. The invoice issued by the Company must contain the invoice details required by applicable law, in particular Act No. 222/2004 Coll. on Value Added Tax, as amended. If the invoice is incomplete or incorrect, the Customer is entitled to return it to the Company for completion or correction. The new payment deadline shall commence on the date of delivery of the corrected invoice to the Customer.

13. The Customer hereby grants the Company consent to send electronic invoices in accordance with Section 71(1)(b) of Act No. 222/2004 Coll. on Value Added Tax, as amended. The Customer has the right to revoke their consent at any time.

14. Ownership of Gift Cards and the risk of accidental destruction, accidental deterioration, and loss of Gift Cards shall pass to the Customer upon delivery in accordance with clause 5. of this Article.

15. Gift Cards must comply with the agreed requirements under clause 16. of this Article and the general requirements under clause 17. of this Article.

16. Gift Cards comply with the agreed requirements if, in particular:

    16.1. they correspond to the description, type, quantity, and quality specified by the Customer in the Application WEXO Cashback when concluding the purchase agreement;

    16.2. they are suitable for the specific purpose that the Customer informed the Company of at the latest upon conclusion of the purchase agreement and with which the Company agreed. For the avoidance of doubt, the Company states that the Customer did not inform the Company of any specific purpose for which the Gift Cards should be suitable prior to concluding the purchase agreement. On the contrary, the Company has an interest in providing the Customer with Gift Cards for the purpose of redeeming them with its external partners and for the purpose of obtaining Cashback and other benefits, to which the Customer agrees by expressing their consent to these GTC;

    16.3. they are characterized in the purchase agreement by a defined ability to perform functions with regard to their purpose (hereinafter referred to as "functionality");

    16.4. are characterized in the purchase agreement by their ability to function with hardware or software with which Gift Cards of the same type are commonly used, without the need to change the Gift Cards, hardware or software (hereinafter referred to as "compatibility"), and the ability to function with hardware or software other than that with which Gift Cards of the same type are normally used (hereinafter referred to as "interoperability"), as defined in the purchase agreement;

    16.5. they have other features defined in the purchase agreement;

    16.6. they are delivered with all accessories specified in the purchase agreement. For the avoidance of doubt, the Company states that it does not supply any accessories to the Customer together with the Gift Cards;

16.7. they are delivered with instructions for use, including assembly and installation instructions, as specified in the purchase agreement. For the avoidance of doubt, the Company states that it does not supply the Customer with any instructions for use, assembly or installation in connection with the Gift Cards.

17. Gift Cards comply with general requirements if:

17.1. they are fit for all purposes for which Gift Cards of the same type are normally used, taking into account, in particular, the legal regulations, technical standards or codes of conduct applicable to the relevant sector, if no technical standards have been developed;

17.2. they correspond to the description and quality of the sample or model that the Company made available to the Customer prior to the conclusion of the purchase agreement. For the avoidance of doubt, the Company states that, prior to the conclusion of the purchase agreement, it did not make any samples or models of Gift Cards available to the Customer due to the specific nature of the purchase, which is Gift Cards;

17.3. they are delivered with accessories, packaging, and instructions, including assembly and installation instructions, which the Customer can reasonably expect. For the avoidance of doubt, the Company states that it does not supply the Customer with any accessories, packaging, instructions for use, assembly or installation in connection with Gift Cards; and

17.4. they are delivered in the quantity, quality, and with the characteristics, including functionality, compatibility, safety, and ability to maintain their functionality and performance during normal use (hereinafter referred to as "lifespan"), as are normal for Gift Cards of the same type and as the Customer can reasonably expect given the nature of the Gift Cards sold and taking into account any public statement by the Company or another person in the same supply chain, including the manufacturer, or on their behalf, in particular in the promotion or labeling of the item; the manufacturer is considered to be the producer of the item, the importer of the item into the European Union from a third country, or another person who identifies themselves as the manufacturer by placing their name, trademark, or other distinctive mark on the item.

18. The Company is not bound by a public statement under clause 17.4 of these GTC if it was not aware of or could not have been aware of the public statement for a justified reason, by the time of conclusion of the purchase agreement, the public statement was corrected in the same or a comparable manner as it was made, or the Customer's decision to conclude the purchase agreement could not have been influenced by the public statement; the burden of proof regarding these facts lies with the Company.

XVII. DEFECTS IN THE GIFT CARDS

1. Gift Cards are defective if they do not comply with the requirements of clause 15. and 16. of Article XVI. of these GTC or if their use prevents or restricts the rights of third parties, including intellectual property rights.

2. The Company is liable for any defect in the Gift Cards sold at the time of their delivery in accordance with Article XVI., clause 5. of these GTC, which becomes apparent within two years of the delivery of the Gift Cards, but no later than during the period of validity of the Gift Card, of which the Customer was informed in advance before concluding the purchase agreement in the Application WEXO Cashback. For the avoidance of doubt, the Company states that the validity of Gift Cards is determined by the entity that issued them and that the Company has no influence on determining the validity period of Gift Cards.

3. If a defect becomes apparent before the expiry of the period specified in clause 2. of this Article, it is assumed that the Gift Cards were defective at the time of delivery. This does not apply if the contrary is proven or if this assumption is incompatible with the nature of the Gift Cards or the defect.

4. If the Company is responsible for a defect in the Gift Cards, the Customer has the right to have the defect removed by repair or replacement, the right to a reasonable discount on the purchase price, or the right to withdraw from the purchase agreement.

5. The Customer may refuse to pay the purchase price or part thereof until the Company fulfills its obligations arising from its liability for defects, except in cases where the Customer is in default with the payment of the purchase price or part thereof at the time of reporting the defect. The Customer shall pay the purchase price without undue delay after the Company has fulfilled its obligations.

6. The Customer may exercise their rights arising from liability for defects, including the right under clause 5. of this Article, only if they report the defect within two months of discovering it, at the latest by the expiry of the period specified in clause 2. of this Article.

7. The Customer shall be entitled to reimbursement from the Company for reasonable costs incurred in connection with reporting a defect for which the Company is responsible and exercising rights arising from liability for defects.

8. The Customer must exercise the right under clause 7. of this Article with the Company no later than two months after the delivery of the repaired or replacement Gift Card, the payment of the discount on the price of the Gift Cards, or the refund of the price after withdrawal from the purchase agreement, otherwise the right shall expire.

9. The exercise of rights arising from liability for defects does not exclude the Customer's right to compensation for damage caused by the defect.

10. **Report of defects**. The Customer may report a defect in digital services at any of the Company's establishments or in writing by post to the Company's registered seat or by email to the Company's contact email address hello@wexopay.com.

11. If the Customer reports a defect in Gift Cards by post, which the Company refuses to accept, the shipment is considered delivered on the day of refusal.

12. The Company shall provide the Customer with written confirmation of the report of defects immediately after the Customer has reported the defect and shall send it to the Customer's email address. The Company shall specify in the confirmation notification the period within which it will remedy the defect free of charge. The period must be reasonable. A reasonable period is understood to be the shortest time the Company needs to assess the defect and repair or replace the item, taking into account the nature of the Gift Cards and the nature and severity of the defect. However, the period for remedying defects in Gift Cards shall in no case exceed 30 days from the date of notification of the defect, unless a longer period is justified by objective reasons beyond the Company's control.

13. If the Company refuses to accept responsibility for defects in Gift Cards (does not accept the report of defects), it shall notify the Customer of the reasons for the refusal in writing. If the Customer proves the Company's liability for the defect by means of an expert opinion or professional opinion issued by an accredited person, authorized person, or notified person, they may report the defect again, and the Company may not refuse liability for the defect; clause 6. of this Article does not apply to repeated reporting of defects. Clauses 7. and 8. of this Article apply to the Customer's costs associated with the expert opinion and professional opinion.

14. **Removal of defects in Gift Cards**. The Customer has the right to choose to have the defect removed by replacing or repairing the Gift Cards. The Customer may not choose a method of removing the defect that is not possible or that would, compared to the other method of removing the defect, cause the Company unreasonable costs in view of all circumstances, in particular the value that the Gift Cards would have without the defect, the seriousness of the defect, and whether the other method of remedying the defect would cause the Customer significant difficulties.

15. The Company may refuse to remedy the defect if repair or replacement is not possible or would incur unreasonable costs in view of all circumstances, including the circumstances referred to in the second sentence of clause 14. of this Article.

16. The Company shall repair or replace Gift Cards within a reasonable time in accordance with clause 12. of this Article after the Customer has reported the defect, free of charge, at its own expense and without causing significant difficulties to the Customer, taking into account the nature of the item and the purpose for which the Customer requested the Gift Cards.

17. For the purposes of repair or replacement, the Customer shall hand over or make the Gift Cards available to the Company. The costs of any collection of Gift Cards shall be borne by the Company.

18. The Company shall deliver the repaired or replacement Gift Cards to the Customer at its own expense in the same or a similar manner as the Customer delivered the defective Gift Cards, unless the Company and the Customer agree otherwise.

19. If the Customer does not collect the Gift Cards within six months of the date on which they were to be collected, the Company may sell the Gift Cards. In the case of Gift Cards of greater value, the Company shall notify the Customer in advance of the intended sale and provide him with a reasonable additional period for taking delivery of the Gift Cards. Immediately after the sale, the Company shall pay the Customer the proceeds from the sale of the Gift Cards, after deducting the costs reasonably incurred for their storage and sale, if the Customer exercises their right to a share of the proceeds within a reasonable period specified by the Company in the notification of the intended sale. The Company may destroy the Gift Cards at its own expense if they have not been sold or if the expected proceeds from the sale are not sufficient to cover the costs reasonably incurred by the Company for the storage of the Gift Cards and the costs that the Company would necessarily have to incur for their sale.

20. When remedying a defect by exchanging Gift Cards, the Company shall not be entitled to compensation for damage caused by normal wear and tear of the Gift Cards or to compensation for normal use of the Gift Cards prior to their exchange.

21. The Company is liable for defects in replacement Gift Cards in the same manner as specified in clauses 1. to 6. of this Article.

22. **Discount on the purchase price and withdrawal from the purchase agreement.** The Customer is entitled to a reasonable discount on the purchase price of Gift Cards or may withdraw from the purchase agreement even without the Customer providing the Company with an additional reasonable period for repair or replacement of Gift Cards if:

    22.1. the Company did not repair or replace the Gift Cards;

    22.2. the Company did not repair or replace the Gift Cards in accordance with clause 18. of this Article;

    22.3. the Company refused to remove the defect in accordance with clause 15. of this Article;

    22.4. the Gift Cards have the same defect despite repair or replacement;

    22.5. the defect is so serious that it justifies an immediate discount on the purchase price or withdrawal from the purchase agreement; or

    22.6. the Company has declared or it is clear from the circumstances that it will not remedy the defect within a reasonable time or without causing serious difficulties for the Customer.

23. When assessing the Customer's right to a discount on the purchase price or withdrawal from the purchase agreement in accordance with clauses 22.4. and 22.5. of this Article, all circumstances shall be taken into account, in particular the type and value of the Gift Cards, the nature and severity of the defect, and the possibility of objectively requiring the Customer to trust in the Company's ability to remedy the defect.

24. The discount on the purchase price must be commensurate with the difference between the value of the Gift Cards sold and the value that the Gift Cards would have if they were free of defects.

25. The Customer may not withdraw from the purchase agreement if they contributed to the defect or if the defect is negligible. The burden of proof that the Customer contributed to the defect and that the defect is negligible lies with the Company.

26. If the purchase agreement concerns the purchase of multiple Gift Cards, the Customer may withdraw from it only in relation to defective Gift Cards. In relation to the other Gift Cards, the Customer may withdraw from the purchase agreement only if it cannot reasonably be expected that the Customer will be interested in keeping the other Gift Cards without the defective Gift Cards.

27. After withdrawing from the purchase agreement or part thereof, the Customer shall return the Gift Cards to the Company at the Company's expense. Due to the special nature of Gift Cards, the Company will remove these Gift Cards from the Customer's User Account in the Application WEXO Cashback after the Customer withdraws from the purchase agreement, thereby fulfilling the Customer's obligation to return the Gift Cards to the Company.

28. After withdrawal from the purchase agreement, the Company shall refund the purchase price to the Customer within 14 days of the date of return of the Gift Cards to the Company or after proving that the Customer has sent the item to the Company, whichever occurs first.

29. The Company shall refund the purchase price to the Customer or pay them a discount on the purchase price in the same manner as the Customer used to pay the purchase price, unless the Customer expressly agrees to a different method of payment. All costs associated with the refund shall be borne by the Company.

30. The Company is not entitled to compensation for damage caused by normal wear and tear of Gift Cards or to compensation for normal use of Gift Cards prior to withdrawal from the purchase agreement.

XVIII. DEFECTS IN SERVICES THAT ARE NOT DIGITAL SERVICES

1. The Company provides various services to Customers through the Application WEXO Cashback, including digital services. However, digital services and their defects are covered by Articles XV. and XVI. of these GTC. Defects in services other than digital services are governed by the provisions of this Article.

2. In the event that the services provided by the Company are defective, the Customer has the right to file a complaint (report defects in the service) in accordance with this Article of the GTC.

3. The Customer has the right to report a defect without undue delay after discovering it, but no later than 3 months from the date of discovery.

4. The Customer is obliged to report defects in a notification sent to the address of WEXO Solution s. r. o., Nevädzová 5, 821 01 Bratislava – Ružinov district, Slovak Republic, or by email to the Company's contact email address hello@wexopay.com. In the notification of the defect, the Customer is obliged to state, in particular, what the defect consists of in their opinion.

5. The Company shall process the report of a defect (complaint) within 30 days of the date on which the Customer reported the defect. The Company is obliged to remove the defects or provide other necessary remedies at its own expense, if possible.

6. The Company is obliged to issue the Customer with confirmation of when they reported the defect in the service provided by the Company by means of a notification in accordance with clause 3. of this Article of the GTC.

7. If the defect can be removed or remedied, the Customer may request its removal or remedy free of charge. The Company shall remove or remedy the defect within a reasonable period of time. A reasonable period of time means the shortest time the Company needs to assess the defect and to repair or remedy it, taking into account the nature of the services, the nature and severity of the defect, but no longer than 30 days from the date of reporting of the defect under clause 3. of this Article. The Company shall inform the Customer of the handling of the report of the defect without undue delay.

8. If the defect cannot be removed or remedied, or if the Company fails to remove or remedy the defect within the period specified in clause 6. of this Article of the GTC, the Customer has the right to withdraw from these GTC.

9. The Customer acknowledges that defects in services provided by entities other than the Company may be claimed from such other entities in accordance with their complaint procedures.

XIX. PROVISION AND CHANGES TO THE CASHBACK SYSTEM AND OTHER DIGITAL SERVICES

1. The Cashback System is considered a digital service in accordance with Section 119(3) of the Civil Code. The provision of the Cashback System and the possibility of obtaining Cashback for Customer and/or Cashback Affiliate by the Company, as well as the use of the Cashback System and the obtaining of Cashback for Customer and/or Cashback Affiliate, the option to activate WEXO Premium Subscribe membership and obtain the benefits included in this membership, the possibility of sending and recording Shopping Credit and Shopping points and their use as well as the option to activate the product WEXO Reserve is the subject of an agreement which, within the meaning of Section 852a of the Civil Code, is an agreement with digital performance.

2. The Company undertakes to deliver digital performance to the Customer without undue delay after concluding an agreement for digital performance, i.e. without undue delay after the Customer expresses their consent to these GTC. If, after expressing consent to these GTC, the Customer activates any of the products—for example, WEXO Premium Subscribe pursuant to Article XXI. of these GTC or WEXO Reserve pursuant to Article XXIII. of these GTC, the Company undertakes to deliver the digital service to the Customer without undue delay after the conclusion of the agreement for the digital service, i.e., after the activation of the relevant product. For the avoidance of doubt, the Company states that the Cashback system and other digital services listed in paragraph 1 of this Article or in other paragraphs of these GTC are considered a digital service, which is considered digital performance for the purposes of the Civil Code. A digital service is considered delivered when the digital service is made available to the Customer or to the physical or virtual space chosen by the Customer for this purpose. Digital performance, i.e. the Cashback system, will be made available to the Customer and thus delivered via the Application WEXO Cashback, and the Customer will have access to the Cashback system immediately after agreeing to these GTC. With the exception of the Cashback system as described in the preceding sentence, the digital service will be provided to the Customer from the date of activation of the specific product within the meaning of these GTC (this applies to products that require activation by the Customer). The Company bears the burden of proof that the digital performance has been delivered to the Customer.

3. If, contrary to clause 2. above, the Company fails to deliver the digital performance to the Customer on time, the Customer has the right to withdraw from the agreement without first giving the Company a reasonable period of time to fulfill its obligation if:

   3.1. the Company declares or it is clear from the circumstances that it will not deliver the digital performance; or if

   3.2. it follows from the agreement or the circumstances of the conclusion of the agreement that timely delivery was important to the Customer.

4. The provisions of § 518 of the Civil Code do not apply to agreements with digital performance.

5. Digital performance delivered by the Company must comply with clauses 6. and 10. below. Digital performance does not have to comply with clause 6. of this Article if, upon conclusion of the agreement, the Company expressly informed the Customer that a certain feature of the digital performance does not meet the general requirements within the meaning of clause 6. below and the Customer expressly and specifically agreed to the non-compliance.

6. Digital performance complies with the general requirements if:

   6.1. it is fit for the purposes for which digital performance of the same type is normally used, taking into account, in particular, the legal regulations, technical standards, or codes of conduct applicable to the relevant sector, if technical standards have not been developed;

6.2. it corresponds to the trial version or sample of the digital performance that the Company made available to the Customer prior to the conclusion of the agreement. For the avoidance of doubt, the Company makes a sample of the digital performance available to the Customer after downloading the Application WEXO Cashback and before the Customer expresses their consent to these GTC;

6.3. it is delivered with accessories and instructions that the Customer can reasonably expect. For the avoidance of doubt, the Company makes the digital performance sample available to the Customer in accordance with clause 6.2. above, in which it also familiarizes the Customer with the main functionalities of the Application WEXO Cashback, the Cashback system and other digital services provided under these GTC, after downloading the Application WEXO Cashback and before the Customer agrees to these GTC; and

6.4. it is delivered in the quantity, has the characteristics and performance, including functionality, compatibility, accessibility, continuity, and security that are common for digital performance of the same type and that the Customer can reasonably expect given the nature of digital performance and taking into account any public statement by the Company or another person in the same supply chain or on their behalf, in particular in the promotion of the digital performance or on its label.

7. The Company is not bound by the statement under clause 6.4. above if, for a justified reason, it was not and could not have been aware of the public statement, the public statement was corrected in the same or a comparable manner as it was made by the time the agreement was concluded, or the Customer's decision to conclude the agreement could not have been influenced by the public statement. The burden of proof regarding these facts lies with the Company.

8. The Company shall deliver the digital performance in the latest version available at the time of conclusion of the agreement, unless the Parties agree otherwise.

9. Based on these GTC, the Company will deliver digital performance to the Customer continuously during the agreed period, which is the duration of the contractual relationship established by these GTC, or the period of the Customer's commitment to these GTC. The Company shall ensure that during the period referred to in the previous sentence, the Customer is notified of updates to the digital performance, including security updates, and that the Customer is provided with the updates necessary to maintain the compliance of the digital performance with the requirements under clauses 6. and 10. of this Article.

10. The digital performance is in accordance with the agreed requirements if, in particular:

10.1. corresponds to the description, quantity, and quality specified in these GTC;

10.2. is suitable for the specific purpose with which the Customer has familiarized the Company at the latest upon conclusion of the agreement and with which the Company has agreed. For the avoidance of doubt, the Company states that prior to the conclusion of the agreement, i.e. prior to expressing its consent to these GTC, the Customer did not inform the Company of any specific purpose for which the digital performance should be suitable. On the contrary, the Company is interested in providing the Customer with digital performance for the purpose of obtaining Cashback and other benefits or performance within the meaning of these GTC, to which the Customer agrees by expressing their consent to these GTC;

10.3. it is characterized in the agreement by defined functionality, compatibility, interoperability, and other agreed properties. For the avoidance of doubt, the Company states that information on functionality, compatibility, and interoperability can be found in Annex No. 3 to these GTC;

10.4. is delivered with all accessories specified in these GTC. For the avoidance of doubt, the Company states that it does not supply any accessories to the Customer in connection with digital performance;

10.5. it is delivered with support services and instructions for use, including installation instructions, as specified in the agreement. For the avoidance of doubt, the Company states that it does not provide the Customer with any support services or instructions for use or installation in connection with digital performance; and

10.6. is updated in accordance with these GTC.

11. In accordance with Section 852c of the Civil Code, the Company may, for justified reasons agreed in these GTC, change the digital performance beyond what is necessary to maintain compliance with the requirements under clauses 6. and 10. of this Article, if:

11.1. the Customer does not incur any additional costs;

11.2. the Customer has been informed of the change in a clear and comprehensible manner. For the avoidance of doubt, the Customer has been informed of the change in a clear and comprehensible manner by sending an email to the Customer's email address;

11.3. in cases under clause 11.2., the Customer was provided with information on the characteristics and timing of the change and on the right to withdraw from the agreement under clause 13. below or on the possibility of retaining the digital performance unchanged under clause 14. of this Article on a durable medium (email) in sufficient advance.

12. The Company reserves the right to change the digital performance in accordance with Section 852c of the Civil Code, subject to the conditions set out in clauses 11.1. to 11.3. above. Justifiable reasons for changing the digital performance within the meaning of these GTC include, but are not limited to:

12.1. when the change is necessary to adapt the digital content or digital service to a new technical environment or an increased number of users;

12.2. the necessity of the change is justified by new legal or other regulations;

12.3. in the event of a decision by the Company to discontinue the provision of digital services, for any reason or without giving a reason;

12.4. expansion of the range of digital services provided by the Company to the Customer (e.g., addition of certain functionality or functionalities aimed at improving the currently provided digital services);

12.5. other significant operational reasons of the Company, which the Company will in each case transparently justify and notify to Customers.

13. If the change in digital performance negatively affects the Customer's access to or use of digital performance, the Customer may withdraw from the agreement without any obligation to provide the Company with any compensation, unless the negative impact is negligible. If the Customer does not withdraw from the agreement within 30 days of the date of delivery of the notification pursuant to clause 11.3. above or from the date of the change in digital performance, whichever occurs later, the Customer's right to withdraw from the agreement shall expire. Withdrawal from the agreement is governed by clause 19. et seq. of Article XX. of these GTC.

14. The Customer shall not have the right to withdraw from the agreement pursuant to clause 13. above if the Company allows the Customer to retain the digital performance unchanged at no additional cost to the Customer and the failure to make the change does not result in a defect in the digital performance.

15. If, on the basis of or in connection with these GTC, the Customer is also to be provided with digital performance other than the Cashback system, the provisions of this Article shall also apply to other digital performance provided by the Company within the Application WEXO Cashback.

16. If, in addition to digital performance, the same agreement also covers other performance, the provisions of Articles XV. and XVI. of these GTC shall apply only to that part of the agreement which concerns digital performance. If the Customer has the right to withdraw from the agreement in the part concerning digital performance, the Customer shall also have the right to withdraw from the agreement in the part relating to other performance that is the subject of the same agreement between the same Company and the same Customer and which is necessary for the proper use of the digital performance in question.

XX. DEFECTS IN THE CASHBACK SYSTEM AND OTHER DIGITAL SERVICES

1. Digital performance is defective if it does not comply with the requirements of clause 6. and/or clause 10. of Article XIX. of these GTC or if its use is prevented or restricted by the rights of a third party, including intellectual property rights.

2. Based on these GTC, the Company will provide the Customer with digital performance continuously during the agreed period, which is the duration of the contractual relationship established by these GTC, or the period of the Customer's commitment to these GTC. In view of this, the Company is responsible for any defect in the digital performance that occurs or manifests itself during this period.

3. The Company is liable for a defect caused by incorrect connection of the digital performance to the components of the Customer's digital environment or by the integration of the digital performance into the components of the Customer's digital environment (hereinafter referred to as "integration") if:

3.1. the integration was performed by the Company or under its responsibility; or

3.2. the integration that was to be performed by the Customer was performed incorrectly by the Customer as a result of deficiencies in the integration instructions provided to them by the Company.

4. The digital environment is the hardware, software, and any network connection used by the Customer to access or use the digital performance. For the avoidance of doubt, the Company states that the Customer is obliged to ensure the integration themselves.

5. The Company is not liable for any defect in the digital performance caused solely by failure to install an update in accordance with Article XIX., clause 9. of these GTC, if the Customer has not installed the update within a reasonable time after its delivery and:

   5.1. the Company has informed the Customer of the availability of the update and the consequences of not installing it;

   5.2. the failure to install or incorrect installation by the Customer was not caused by deficiencies in the installation instructions provided to the Customer by the Company.

6. **Report of defect**. The Customer may report a defect in digital services at any of the Company's establishments or in writing by post to the Company's registered seat or by email to the Company's contact email address hello@wexopay.com. If the Customer reports a defect by post and the Company refuses to accept the report, the report shall be deemed to have been delivered on the date of refusal. The Company shall provide the Customer with written confirmation of the report of defect immediately after the Customer has reported the defect. The Company shall specify in the confirmation of the report the period within which it will remedy the defect free of charge. The period specified in the previous sentence shall not exceed 30 days from the date of the report of defect, unless a longer period is justified by objective reasons beyond the Company's control.

7. If the Company refuses to accept responsibility for defects, it shall notify the Customer of the reasons for the refusal in writing.

8. The Company bears the burden of proof that the digital performance was delivered in accordance with clauses 6. and 10. of Article XIX. of these GTC. Based on these GTC, the Company shall deliver digital performance to the Customer continuously during the agreed period, which is the duration of the contractual relationship established by these GTC, or the period of the Customer's commitment to these GTC. The Company therefore bears the burden of proof that the digital performance is free of defects during the period referred to in the previous sentence.

9. The Company shall not bear the burden of proof under clause 8. above if it proves that the Customer's digital environment is not compatible with the technical requirements of the digital performance, provided that the Company has informed the Customer of this in a clear and comprehensible manner prior to the conclusion of the agreement.

10. The Customer shall provide the Company with reasonable cooperation necessary to determine whether the cause of the defect in the digital performance lies in the Customer's digital environment. The Customer's mandatory cooperation is limited to technically available means that place the least burden on the Customer. If the Company informs the Customer in a clear and comprehensible manner prior to the conclusion of the agreement of the obligation to provide cooperation and the Customer fails to provide such cooperation, the Customer must prove that the digital performance was defective at the time of delivery, in the case of digital performance that is delivered once or as a set of individual performances, or at the agreed time, in the case of digital performance that is delivered continuously during the agreed period, in order to exercise their rights arising from liability for defects.

11. If the Company is liable for a defect in the digital performance, the Customer has the right to have the defect removed, the right to a reasonable discount on the price, or the right to withdraw from the agreement.

12. The Customer may exercise their rights arising from liability for defects even without giving notice of them.

13. After reporting a defect to the Company, the Customer may refuse to pay the price or part thereof until the Company fulfills its obligations arising from liability for defects, unless the Customer is in default with payment of the price or part thereof at the time of reporting the defect. The Customer shall pay the price without undue delay after the Company has fulfilled its obligations. Given that the Company provides digital performance to the Customer free of charge, these provisions do not apply to the Customer, unless Article XXI. of these GTC provides otherwise.

14. The Customer shall be entitled to reimbursement from the Company for reasonable costs incurred in connection with the report of defect for which the Company is responsible and the exercise of rights arising from liability for defects. The Customer must exercise the right under the previous sentence with the Company no later than two months after the delivery of the digital performance, after the removal of defects, payment of a discount on the price, or refund of the price after withdrawal from the agreement, otherwise the right shall expire. The court may award the Customer reasonable financial compensation at their request if they have successfully exercised their rights arising from liability for defects in court.

15. The exercise of rights arising from liability for defects does not exclude the Customer's right to compensation for damage caused by the defect.

16. **Removal of defects**. The Company shall remove the defect in the digital performance within a reasonable time, but no later than 30 days from the date of report of the defect by the Customer, free of charge and

without causing serious difficulties to the Customer, taking into account the nature of the digital performance and the purpose for which the Customer requested the digital performance.

17. The Company may refuse to remedy the defect if it is not possible to remedy it or if it would cause unreasonable costs with regard to all circumstances, in particular the value that the digital performance would have without the defect and the seriousness of the defect.

18. **Discount on the price and withdrawal from the agreement**. Given that the Company provides the digital performance to the Customer free of charge, the Customer is not entitled to a reasonable price reduction. This clause does not apply if Article XXI. of these GTC provides otherwise.

19. **Withdrawal from the agreement**. The Customer has the right to withdraw from the agreement, even without first giving the Company a reasonable period of time to fulfill its obligation, if:

    19.1. the defect cannot be remedied or would cause the Company unreasonable costs;

    19.2. the Company has not remedied the defect in accordance with clause 16. above;

    19.3. the digital performance has the same defect despite the Company's efforts to remedy the defect;

    19.4. the defect is so serious that it justifies the Customer's right to an immediate price reduction or withdrawal from the agreement; or

    19.5. the Company has declared or it is clear from the circumstances that it will not remedy the defect within a reasonable time or without causing serious difficulties for the Customer.

20. After withdrawal from the agreement, the Customer is obliged to refrain from using the digital performance and providing it to third parties.

21. Within 14 days of the Customer's notification of withdrawal from the agreement, the Company may request the Customer to return the physical medium on which it delivered the digital content (if a physical medium was delivered). In such a case, the Customer shall return the physical medium at the Company's expense and without undue delay after receiving the Company's request.

22. After withdrawal from the agreement, the Company shall refrain from using the content provided or created by the Customer when using the digital performance. This does not apply if this content:

    22.1. cannot be used other than in connection with the Company's digital performance;

    22.2. relates exclusively to the Customer's activities when using the Company's digital performance;

    22.3. has been merged by the Company with other content from which it cannot be separated at all or without disproportionate effort;

    22.4. was created by the Customer together with other customers in the position of consumers who are entitled to continue using the content.

23. After withdrawal from the agreement, the Company shall, at the Customer's request, make available to the Customer all content that the Customer has provided or created while using the digital performance, except for the content referred to in clauses 22.1. to 22.3. above. The Company shall make the content available to the Customer within a reasonable time, free of charge, in a commonly used and machine-readable format and without significant difficulty for the Customer.

24. Clauses 22. and 23. of this Article of the GTC do not apply to personal data provided or created by the Customer.

25. After withdrawal from the agreement, the Company may prevent the Customer from further use of the digital performance, in particular prevent them from accessing the digital performance or cancel their user account. Clause 23. above remains unaffected.

XXI. WEXO PREMIUM SUBSCRIBE

1. In addition to all services, digital services and other performance that the Company provides to Customers under these GTC, Customers have the option to activate their membership in WEXO Premium Subscribe. The Company informs the Customer that, pursuant to Section 5(1)(a) of the Consumer Protection Act, the main characteristics of WEXO Premium Subscribe membership, are to the extent appropriate to their type, nature, and form of provision, specified in this Article of the GTC.

2. WEXO Premium Subscribe is a premium, time-limited membership provided to Customers for a remuneration and includes the benefits specified in clause 3. of this Article. Membership in WEXO Premium Subscribe is not limited by the number of members.

3. The content of WEXO Premium Subscribe, which will be made available to the Customer after activation of their membership, includes:

3.1. the Customer receives Premium Cashback, i.e. Cashback at a rate that is higher than the standard Cashback rates provided to the Customer in accordance with these GTC and the current rate of Premium Cashback will be always visible the Application WEXO Cashback;

3.2. the Customer may receive Indirect Cashback Affiliate under the conditions set out in this Article of the GTC;

3.3. the Customer receives WEXO Fuel, the amount of which depends on the amount of the remuneration paid by the Customer for WEXO Premium Subscribe membership;

3.4. the Customer has the option to claim Fuel Cashback in the manner and amount specified in this Article of the GTC;

3.5. the Customer may obtain a package under the Founders Club Program, specifically the Standard 5% Package, the details of which are specified in the GTC Founders Club, even repeatedly, but only if the conditions set out in clause 7. of this Article are met.

4. **Duration of the membership**. Membership in WEXO Premium Subscribe is time-limited and lasts for 30 calendar days. The membership period begins on the day of payment of the remuneration in accordance with clause 5. of this Article. Upon expiry of the membership period, the benefits included in the membership under clause 3. of this Article shall cease to apply. Clauses 12. to 17. of this Article shall apply to WEXO Fuel that the Customer has not used up during the membership period. The Company hereby informs the Customer that pursuant to Section 5(1)(i) of the Consumer Protection Act, the membership in WEXO Premium Subscribe constitutes an agreement concluded for a fixed term, in particular for the duration of membership of 30 days. The agreement is not automatically renewed.

5. **Remuneration**. The remuneration for membership in WEXO Premium Subscribe pursuant to clause 4. of this Article is set only by the minimum amount, which is EUR 60.00 excluding VAT. By paying the remuneration for membership in WEXO Premium Subscribe according to the previous sentence, the Customer becomes a member and is entitled to the benefits specified in clauses 3.1. and 3.2. of this Article. The Customer is not obliged to make any other payments to the Company in connection with membership in WEXO Premium Subscribe, except for the remuneration under this Article.

6. The remuneration for membership in WEXO Premium Subscribe is set at the minimum amount specified in clause 5. of this Article. However, the Customer has the option to pay a different amount of remuneration, which must always be a multiple of the remuneration specified in clause 5. above (i.e., the remuneration may be EUR 120.00 excluding VAT, EUR 180.00 excluding VAT, EUR 240.00 excluding VAT, etc.). By paying a remuneration that is higher than the minimum amount according to clause 5. of this Article, the Customer does not gain any additional benefits, except for a larger amount of WEXO Fuel.

7. The Customer who pays a remuneration for WEXO Premium Subscribe in total of more than EUR 600.00 excluded VAT will automatically receive a package under the Founders Club Program according to clause 3.3. of this Article. The Customer receives a package under the Founders Club Program pursuant to clause 3.3. of this Article whenever the total amount of remuneration for WEXO Premium Subscribe membership paid by him exceeds EUR 600.00 excluding VAT. The number of packages that the Customer can receive under the Founders Club Program pursuant to this Article is limited exclusively by the number of memberships in the Founders Club Program within the meaning of the GTC Founders Club.

8. **Premium Cashback**. Premium Cashback is subject to the provisions of Article VI., clause 1. of these GTC and mutatis mutandis the provisions of Article VIII., Article IX. and X. of these GTC. The Customer may obtain Premium Cashback for the purchase of Goods at a Partner's Operation, from an Online Partner, and also for the purchase of Gift Cards if the Premium Cashback is specified in the Application WEXO Cashback. The fact that for the purchase of certain Goods at a Partner's Operation, from an Online Partner, or for the purchase of Gift Cards it is not possible to obtain Premium Cashback does not constitute a defect in WEXO Premium Subscribe membership under clause 26. of this Article. The Customer has been notified about such facts in advance and by expressing their consent to these GTC, acknowledges and agrees to them.

9. The specific amount of Premium Cashback that the Customer can obtain in accordance with this Article of the GTC will be visible as a percentage in the Application WEXO Cashback. The exact amount of Premium Cashback is always determined by the Company at its own discretion. The Company reserves the right to change, i.e. increase or decrease, the amount of Premium Cashback at any time.

10. The Customer receives Premium Cashback in the amount calculated from the amount of the payment made by the Customer for Goods at a Partner's Operation, at an Online Partner, or for the purchase of Gift Cards. The amount of Premium Cashback in EUR to which the Customer is entitled to will be converted into WEXO Cashback points in accordance with Article XII. of these GTC. The Customer may redeem the WEXO Cashback points obtained in exchange for Premium Cashback in the manner specified in Article XIII. of these GTC. The provisions of Articles XIV. and XV. of these GTC shall apply mutatis mutandis to the payment of Premium Cashback obtained by the Customer in accordance with this Article.

11. Premium Cashback is provided to the Customer as a reward. In view of this, the Customer is obliged to perform all acts necessary to assess the taxation and possible taxation of Premium Cashback in accordance with this Article of the GTC themselves and at their own expense and risk. In particular, the Customer is obliged to comply with the tax laws of their country of tax residence that apply to them. The Company is not responsible for any breach by the Customer of any obligation imposed on them by the laws applicable in their country of tax residence in this regard.

12. **WEXO Fuel and Fuel Cashback**. WEXO Fuel is provided to the Customer by the Company in an amount equal to twice the amount of the remuneration paid by Customer for WEXO Premium Subscribe membership excluding VAT. WEXO Fuel will be visible to the Customer in the Application WEXO Cashback.

    Example. The Customer paid a remuneration for WEXO Premium Subscribe membership in the amount of EUR 60.00 excluding VAT. The Company will provide him with WEXO Fuel in the amount of EUR 120.00.

13. Customers who have a sufficient amount of WEXO Fuel can obtain Fuel Cashback. However, Fuel Cashback is only provided to the Customer until the WEXO Fuel is used up. The Customer can receive Fuel Cashback up to an amount equal to their WEXO Fuel balance. The customer is entitled to Fuel Cashback if:

    13.1. the Customer has an active WEXO Premium Subscribe membership; and

    13.2. their WEXO Fuel bonus credit reaches the minimum value for the payment of Fuel Cashback, whereby if WEXO Fuel does not reach the minimum value for the payment of Fuel Cashback, Fuel Cashback will not be paid to the Customer even if they are entitled to it.

14. For the avoidance of doubt, Fuel Cashback is paid to the Customer from 1/3 of the Rabat Affiliate. The provisions of Article XII. of these GTC apply mutatis mutandis to Fuel Cashback. At the same time, WEXO Cashback points that the Customer has earned by exchanging Fuel Cashback may be redeemed by the Customer in the manner specified in Article XIII. of these GTC. The provisions of Articles XIV. and XV. of these GTC shall also apply mutatis mutandis to the payment of Fuel Cashback earned by the Customer in accordance with this Article.

15. In case the Customer's membership in WEXO Premium Subscribe ceases to exist, the Fuel Cashback will not be paid to the Customer. However, in such a case, Fuel Cashback will be paid to:

    15.1. to the closest customer who has an active membership in WEXO Premium Subscribe. For the avoidance of doubt, the closest customer is understood to be the customer who registered the Customer in the Application WEXO Cashback;

    15.2. if there is no customer as specified in clause 15.1. above, Fuel Cashback will be paid to the customer who has activated membership in WEXO Premium Subscribe and who registered the customer specified in clause 15.1. above to the Application WEXO Cashback;

    15.3. if there is no customer as specified in clause 15.2. above, Fuel Cashback will be paid in accordance with the rules set out in clause 15.2., i.e. Fuel Cashback will be paid to the customer who has activated membership in WEXO Premium Subscribe and who registered the customer specified in clause 15.2. above to the Application WEXO Cashback;

    15.4. if there is no customer according to clause 15.3. above, then the method and principles set out in this clause will continue to apply until a customer is found who has activated membership in WEXO Premium Subscribe and registered the previous customer in the Application WEXO Cashback;

    15.5. in case no customer with activated membership in WEXO Premium Subscribe is found using the method specified in clause 15.4 above, Fuel Cashback will not be paid to any customer.

16. If the Customer does not use up all of their WEXO Fuel bonus credit during their WEXO Premium Subscribe membership and their membership expires (e.g. due to non-payment of the remuneration for continued membership), the following applies:

    16.1. the Customer will see their current WEXO Fuel balance in the Application WEXO Cashback;

    16.2. the Customer will not be paid Fuel Cashback in accordance with clause 13. of this Article;

    16.3. in the event of further activation of membership in WEXO Premium Subscribe additional WEXO Fuel will be added to the balance of unused WEXO Fuel of Customer depending on the amount of the remuneration paid by the Customer for the membership.

17. WEXO Fuel has a limited validity period of 3 years from the date it is credited to the Customer's User Account in the Application WEXO Cashback. If the Customer's membership in WEXO Premium Subscribe expires during the validity period of WEXO Fuel, the Customer does not lose the WEXO Fuel already

provided to them by the Company. The Customer may reactivate their membership in WEXO Premium Subscribe during the validity period of WEXO Fuel.

18. **Indirect Cashback Affiliate**. For the purposes of this Article, Article XI., clause 1. of these GTC shall apply mutatis mutandis.

19. For using the Affiliate code in accordance with Article XI., clause 1. of these GTC, Customers who have activated are their membership in WEXO Premium Subscribe may be entitled to receive Cashback Affiliate, in particular Indirect Cashback Affiliate.

20. The Customer is entitled to Indirect Cashback Affiliate if:

    20.1. this Customer has registered another Customer in the Application WEXO Cashback using their unique Affiliate Code;

    20.2. the Customer registered under clause 20.1. above has registered another customer in the Application WEXO Cashback using their unique Affiliate code; and

    20.3. the customer registered under clause 20.2. above has made a payment for the Goods of the Partner, Online Partner and/or Gift Cards.

    Indirect Cashback Affiliate represents an amount equal to 1/6 of the Rabat Affiliate. Indirect Cashback Affiliate is a reward for the Customer for registering another customer to the Application WEXO Cashback.

21. The provisions of Article IX., clauses 5. and 6. of these GTC shall also apply to Indirect Cashback Affiliate under this Article.

22. **Provision of digital services**. WEXO Premium Subscribe and membership therein shall be considered a digital service in accordance with Article XIX., clause 1. of these GTC.

23. The Company undertakes to deliver the digital performance to the Customer in accordance with clause 22. above without undue delay after payment of the remuneration for membership in WEXO Premium Subscribe in accordance with clause 5. of this Article. The digital service is considered delivered when the digital service is made available to the Customer or to the physical or virtual space chosen by the Customer for this purpose. Digital performance under this clause will be made available to the Customer and thus delivered via the Application WEXO Cashback, whereby the Customer will have access to the digital performance after the payment of the remuneration under clause 5. of this Article. The Company bears the burden of proof that it has delivered digital performance to the Customer.

24. Based on these GTC, the Company will deliver digital performance to the Customer in accordance with clause 23. above continuously during the agreed period, which is the duration of the Customer's membership in WEXO Premium Subscribe.

25. The Company reserves the right to change the digital performance in accordance with Section 852c of the Civil Code. Justifiable reasons for changing the digital performance within the meaning of these GTC, beyond what is specified in Article XIX., clauses 11.1. to 11.3. of these GTC, include, but are not limited to:

    25.1. expansion or narrowing of the content of WEXO Premium Subscribe membership in accordance with clause 3. of this Article;

    25.2. expansion of the types of membership within WEXO Premium Subscribe, or expansion of the types of membership to include completely new types of membership, including changes to the amount of remuneration for membership.

26. Digital performance is defective if it does not comply with the requirements of Article XIX., clause 6. and/or clause 10. of these GTC, or if its use is prevented or restricted by the rights of a third party, including intellectual property rights. In the event of defects in digital services under clause 22. of this Article, Article XX. of these GTC shall apply accordingly.

27. The Company undertakes to deliver digital performance to the Customer during the period specified in clause 24. of this Article. In this regard, the Company is liable for any defect in digital performance that occurs or manifests itself during this period.

28. **Claims arising from liability for defects**. In the event of defects in the digital services provided by the Company within the meaning of this Article of the GTC the provisions of Article XX. shall apply, in particular, but not exclusively, the provisions of clauses 6. to 25. The Customer shall have claims arising from liability for defects to the extent specified in Article XX., clause 11. of these GTC.

29. After notifying the Company of a defect the Customer may refuse to pay the remuneration under clause 5. et seq. of this Article or part thereof until the Company fulfills its obligations arising from liability for defects, unless the Customer is in default with the payment at the time of notification of the defect. The Customer shall pay the remuneration without undue delay after the Company has fulfilled its obligations.

30. **Discount on the price and withdrawal from the agreement**. Given that the Company provides the digital performance under this Article to the Customer for remuneration, the Customer may be entitled to a reasonable discount on the price or withdrawal from the agreement in accordance with Section 852l of the Civil Code.

31. The Customer is entitled to a reasonable discount on the price if the digital performance is provided for remuneration or may withdraw from the agreement even without granting the Company an additional reasonable period pursuant to Section 517(1) of the Civil Code:

    31.1. the defect cannot be remedied or would cause the Company unreasonable costs;

    31.2. the Company has not remedied the defect in accordance with Section 852k(1) of the Civil Code in conjunction with Article XX., clause 16. et seq. of these GTC;

    31.3. the digital performance has the same defect despite the Company's efforts to remedy the defect;

    31.4. the defect is so serious that it justifies the Customer's right to an immediate price reduction or withdrawal from the agreement; or

    31.5. the Company has declared or it is clear from the circumstances that it will not remedy the defect within a reasonable time or without causing serious difficulties for the Customer.

32. The discount on the price must be proportionate to the difference between the value of the digital performance and the value that the digital performance would have if it were free of defects. If the digital performance is delivered during the agreed period, the Customer is entitled to a discount on the price only for the time during which the digital performance did not meet the requirements of Section 852d of the Civil Code in conjunction with Article XIX., clauses 6. and 10. of these GTC.

33. The Company shall pay the Customer a discount on the price within 14 days of exercising their right to a discount on the price in the same manner as the Customer used to pay the price, unless the Customer expressly agrees to another method of payment. All costs associated with the payment shall be borne by the Company.

34. If the digital performance is delivered for consideration consisting in the payment of the price, the Customer may not withdraw from the agreement if the defect in the digital performance is negligible. The burden of proof that the defect is negligible shall be borne by the Company.

35. If the Customer has withdrawn from the agreement in accordance with clause 31. of this Article, the Company shall, after withdrawal from the agreement, refund all payments received under the agreement within 14 days of notification of withdrawal from the agreement in the same manner as the Customer used to pay the price, unless the Customer expressly agrees to a different method of payment. All costs associated with the refund shall be borne by the Company.

36. The Customer is not obliged to pay the price for the period prior to withdrawal from the agreement during which the digital performance did not meet the requirements of Section 852d of the Civil Code in conjunction with Article XIX., clauses 6. and 10. of these GTC. However, if the agreement stipulated the continuous delivery of digital performance during the agreed period, the Company shall, in accordance with clause 35. above, refund to the Customer only a proportionate part of the price paid for the time during which the digital performance did not meet the requirements of Section 852d of the Civil Code in conjunction with Article XIX., clause 6. and clause 10. of these GTC, and the part of the price that the Customer paid in advance for the delivery of digital performance for the time after withdrawal from the agreement.

37. The provisions of Article XX., clauses 20. to 25. of these GTC apply accordingly.

38. In matters not specifically regulated by this Article of the GTC, the provisions of Article XIX. and XX. of these GTC shall apply mutatis mutandis, with the exception of provisions that conflict with the provisions of this Article.

39. The Customer shall not use their WEXO Premium Subscribe membership under this Article of the GTC in a manner that is contrary to these GTC or to the detriment of the Company. In particular, the Customer shall not purposefully pay the remuneration and then withdraw from the agreement in order to obtain the content of WEXO Premium Subscribe membership. If any action by the Customer is found to be in conflict with this clause of the GTC, the Customer will be asked to provide an explanation. If the Customer fails to provide an explanation in accordance with the previous sentence, or if the Company considers the Customer's explanation to be false or insufficient, it has the right to withdraw from these GTC and to discontinue providing the Customer with services under this Article.

40. The termination of membership in WEXO Premium Subscribe does not terminate the provisions of this Article, which, by their nature, are intended to continue even after the termination of the contractual relationship, i.e., after the expiration of the membership in WEXO Premium Subscribe.

XXII. SHOPPING CREDIT

1. A Customer who is a Consumer has the option to send Shopping Credit to their User Account available in the Application WEXO Cashback. Shopping Credit may be sent, converted, used, and disposed of exclusively to the extent and in the manner specified in this Article.

2. Shopping Credit sent by the Customer in accordance with this Article, converted for Shopping points in accordance with clauses 14. to 19. of this Article, can be used to pay for Gift Cards and to pay for purchases or other payments within the Application WEXO Cashback. The use of Shopping Credit or Shopping points for purposes other than those specified in the previous sentence is excluded.

3. The Customer sends Shopping Credit by bank transfer to the Company's bank account in the amount specified by the Customer. However, the technical capabilities of the Application WEXO Cashback may determine the minimum amount of Shopping Credit, the maximum amount of Shopping Credit, as well as other limits (e.g., daily or monthly) relating to the amount of Shopping Credit that the Customer may send to their User Account. Other restrictions within the meaning of the technical capabilities of the Application WEXO Cashback may also apply to the currency in which funds representing Shopping Credit can be sent to the Application WEXO Cashback, i.e., Shopping Credit can only be sent in a currency that the technical capabilities of the Application WEXO Cashback allow.

4. The Shopping Credit balance in the form of Shopping points recorded in the Customer's User Account is recorded separately from the Cashback to which the Customer is entitled under other Articles of these GTC. Shopping Credit is not used to pay Cashback in accordance with the previous sentence.

5. With the exception of the cases specified in clause 30. of this Article, in Article XXIII., clause 7. of these GTC, or in other Articles of these GTC, according to which the Company is obliged to pay Shopping Credit, or its current balance, to the Customer in favor of their bank account, the Customer is not entitled to request the pay-back of the Shopping Credit or its balance to the bank account of the Customer who deposited it into their User Account in the Application WEXO Cashback. Shopping Credit cannot be transferred to another customer using the Application WEXO Cashback.

6. **Sending Shopping Credit**. The Customer sends Shopping Credit by bank transfer in the manner and amount specified in clause 3. above. When making a transfer to the Company's bank account, the Customer is obliged to state the correct variable symbol, which will be assigned to them for this purpose via the Application WEXO Cashback. The variable symbol assigned to the Customer in accordance with the previous sentence is fixed (unless the Company determines otherwise for operational, security, or other serious reasons, in which case the Company shall immediately and clearly inform the Customer of this fact via the Application WEXO Cashback or by other appropriate means) and the Customer is obliged to use it each time Shopping Credit is sent to the User Account.

7. The Company is not responsible for the incorrect entry of the variable symbol by the Customer. The Customer is obliged to check the correctness of the variable symbol before each payment, i.e. sending Shopping Credit.

8. If the variable symbol entered by the Customer is incorrect, incomplete, or otherwise erroneous, or if the payment by which the Customer sends Shopping Credit to the User Account is unidentifiable for any reason, the Customer's payment may not be automatically matched and identified as a payment from a specific Customer representing Shopping Credit. In such a case, it is necessary to identify the payment manually, which may extend the time it takes for the Shopping Credit to be credited to the Customer's User Account in the Application WEXO Cashback.

9. In the case of manual identification of the Customer's payment in accordance with clause 9. above, the Customer is obliged to provide the Company with all necessary cooperation, in particular any explanations, documents, and other information that the Company may require. The Company also reserves the right to refuse to accept any payment representing Shopping Credit from the Customer for any reason. In the event of refusal to accept payment in accordance with the previous sentence, or if it is not possible to match or identify the Customer's payment manually as specified in clause 9. or in this clause of this Article, the Company shall return the received funds to the bank account from which they were received without undue delay.

10. Shopping Credit will be credited to the Customer's User Account in the Application WEXO Cashback after receipt of payment from the Customer. However, the exact time of crediting the Customer's payment according to the previous sentence depends on the processing of the payment by the relevant bank, and this time may be extended, in particular in the cases referred to in clauses 9. and 10. of this Article above.

11. For the avoidance of doubt, all provisions of this Article of the GTC apply to the first crediting of Shopping Credit as well as to any subsequent crediting of Shopping Credit (so-called top-up) by the Customer.

12. The Customer will be informed about the crediting of Shopping Credit to the User Account by means of an automatic notification in the Application WEXO Cashback and/or by means of an email sent to the Customer's email address provided during Registration.

13. **Exchange of Shopping Credit for Shopping points**. The Customer acknowledges that the Company will exchange Shopping Credit for Shopping points in accordance with and the following clauses of this Article

after it has been credited in accordance with the previous clauses of this Article. All Shopping points will be credited to the Customer in special evidence available in the User Account.

14. For the avoidance of doubt, Shopping points are virtual points created solely for the purposes set out in this Article of the GTC. They are not cryptocurrencies, financial instruments, electronic money or other similar instruments.

15. The conversion of Shopping Credit into Shopping points is performed automatically at the time of crediting Shopping Credit to the Customer's User Account and based on the Customer's consent to these GTC.

16. The conversion of Shopping Credit into Shopping points is carried out as follows:

    16.1. 1 EUR = 1 Shopping point;

    16.2. 0.1 EUR = 0.1 Shopping point; and

    16.3. 0.01 EUR = 0.01 Shopping point.

17. The Customer will see the current number of Shopping points and their value expressed in EUR in the User Interface of the Application WEXO Cashback after logging into their User Account. Shopping points are recorded separately from WEXO Cashback points in the Customer's User Account.

18. The Customer is entitled to use Shopping points in accordance with this Article of the GTC.

19. **Use of Shopping points**. The Customer is entitled to use Shopping points to pay for Gift Cards and to pay for other purchases or payments within the Application WEXO Cashback. The use of Shopping Credit outside the Application WEXO Cashback is excluded.

20. If the Customer wishes to pay for Gift Cards or make other payments within the Application WEXO Cashback, they may choose one of the following methods of payment:

    20.1. using Shopping points (or WEXO Cashback points) under the conditions set out in this Article of the GTC; or

    20.2. by transfer from the Customer's bank account, in which case the Customer shall follow the instructions in the Application WEXO Cashback.

21. If the Customer has chosen to use Shopping points as the payment method, the purchase price for Gift Cards or other payments within the Application WEXO Cashback will be automatically deducted from the Customer's Shopping points balance. The purchase price, other payment or payment according to the previous sentence is considered paid by deducting Shopping points from the Customer's User Account in an amount corresponding to the purchase price, other payment or payment to be paid through Shopping points.

22. If the current balance of Shopping points is not sufficient to cover the purchase price of Gift Cards, other payments or payments in the Application WEXO Cashback, WEXO Cashback points will also be used to cover the amount, but only if the Customer agrees to this. If WEXO Cashback points are to be used to pay the purchase price, other payment or payment within the Application WEXO Cashback, the provisions of Article XVI., clause 10. of these GTC shall apply.

23. If the Customer has not agreed to the use of WEXO Cashback points to pay the balance of the purchase price of a Gift Card, other payment or payment within the Application WEXO Cashback, they may pay the balance by bank transfer according to the instructions available in the Application WEXO Cashback. Otherwise, the payment cannot be made and the transaction will be automatically canceled. If any Shopping points have been deducted from the Customer's User Account, they will be credited back to the Customer's current Shopping points balance after the transaction is canceled.

24. However, in all cases, Shopping points will be used first to pay for Gift Cards, other payments, or payments in the Application WEXO Cashback. WEXO Cashback points will only be used for payment if the Shopping points balance is insufficient to cover the full purchase price of Gift Cards, other payments or payments within the Application WEXO Cashback and the Customer agrees to this.

25. If the Customer concludes a purchase agreement with the Company pursuant to Article XVI., or another agreement under which they are obliged to make another payment within the Application WEXO Cashback, and subsequently withdraws from such agreement pursuant to Article XXV. of these GTC, the Company shall refund to the Customer all payments received from the Customer under such an agreement, no later than 14 days from the date of the Customer's withdrawal from the relevant agreement. The Company is obliged to refund the Customer's payments in accordance with the previous sentence in the same manner as the Customer used to make them. This means that the Customer will be refunded Shopping points in an amount corresponding to the number that was deducted from the balance recorded in their User Account. The same also applies to cases where the Customer withdraws from the purchase agreement pursuant to Article XVI., or another agreement under which the Customer is obliged to make

another payment within the Application WEXO Cashback, for reasons other than those pursuant to Article XVI. of these GTC.

26. **Digital services**. All digital services related to Shopping Credit and Shopping points under this Article of the GTC are provided to the Customer by the Company free of charge.

27. **Delivery**. The provisions of Article XIX. of these GTC apply in full to the delivery of any services within the meaning of this Article.

28. **Liability for defects and complaints**. The provisions of Article XX. of these GTC apply in full to defects in Shopping Credit and Shopping points. The Customer is entitled to make a complaint in accordance with clause 6. et seq. of Article XX. of these GTC, in which case they may have claims in accordance with Article XX., clauses 16., 18., or 19. of these GTC.

29. **Withdrawal from the agreement**. In the event of withdrawal from the agreement pursuant to this Article of the GTC for reasons pursuant to Article XX., clause 19. of these GTC, the Company is obliged to return to the Customer their current Shopping Credit balance recorded in Shopping points in their User Account. In such a case, the Company shall exchange the current balance of Shopping points into EUR (or another currency if the Customer deposited Shopping Credit in another currency) and send it to the Customer's bank account used to deposit Shopping Credit into the Application WEXO Cashback no later than 14 days from the date of the Customer's withdrawal from the agreement.

30. Withdrawal from the agreement pursuant to this Article of the GTC within the meaning of the relevant provisions of the Consumer Protection Act is governed in full by Article XXV. of these GTC.

XXIII. WEXO RESERVE

1. As part of the product WEXO Reserve, the Customer has the option to temporarily lock a portion of the Shopping Credit recorded in Shopping Points in accordance with Article XXII. of these GTC, for a pre-agreed Lock-in Period. In exchange for of these this temporary lock, the Customer is entitled to receive the corresponding amount of WEXO Fuel and access to the VIP Shopping service. The Company provides the WEXO Reserve product to the Customer free of charge.

Conditions for activation

2. Customer may activate the product WEXO Reserve via the Application WEXO Cashback if the Customer:

   2.1. has an active User Account in the Application WEXO Cashback and has agreed to these GTC; and

   2.2. has a sufficient balance of Shopping Points in their User Account corresponding to the selected Locked Amount.

3. The minimum Locked Amount for each variant of the product WEXO Reserve as specified in clause 6. of this Article below is EUR 300.00. The maximum Locked Amount for a single activation of the product WEXO Reserve is EUR 2.000,00.

4. or the purposes of clause 3. above, one activation means one activation of a specific variant of the product WEXO Reserve according to clause 6. below.

5. The Customer may have multiple WEXO Reserve products activated at the same time, each being evaluated separately.

WEXO Reserve Product Variants

6. Customers can choose from following the variants of the product WEXO Reserve:

Option	Lock-In Period	WEXO Fuel	Availability
WEXO Reserve 3M	3 months from the date of activation	10% of the Locked Amount	permanently
WEXO Reserve 6M	6 months from the date of activation	30% of the Locked Amount	permanently
WEXO Reserve - Pre-sale	fixed until February 1, 2027 (regardless of the activation date, as per clause 9.4 below)	50% of the Locked Amount	activation possible only until July 31, 2026

7. The product WEXO Reserve – Pre-sale variant has a special lock-in and renewal policy. The Lock-In Period for the product WEXO Reserve – Pre-sale is not determined by the number of months from the activation

of the product WEXO Reserve – Pre-sale, but the fixed date of February 1, 2027; upon expiration of this date, the product WEXO Reserve – Pre-sale variant automatically converts to the product variant WEXO Reserve 6M under the conditions set forth in clauses 38. and 39. of this Article of the GTC.

8. The Company is entitled to add additional variants of the product WEXO Reserve or to modify existing variants under the conditions set forth in these GTC (in particular Article XIX. of these GTC). Any changes pursuant to the preceding sentence shall not affect already activated WEXO Reserve products.

Activation of the product WEXO Reserve

9. Activation of the product WEXO Reserve is performed exclusively through the Application WEXO Cashback, as follows:

   9.1. the Customer is required to select a specific variant of product WEXO Reserve in accordance with clause. 6 of this Article above;

   9.2. the Customer must enter the amount of the Locked Amount within the limits specified in clause 3. of this Article above;

   9.3. the Customer is entitled to deactivate Automatic Renewal for the specific product WEXO Reserve in question (this step is optional); and

   9.4. the Customer is required to confirm the activation of the selected product WEXO Reserve by pressing the corresponding button in the Application WEXO Cashback.

10. Upon confirmation the activation of the specific variant of the product WEXO Reserve:

   10.1. the Locked Amount selected by the Customer will be deducted from the Customer's available balance of Shopping Points recorded in the User Account, and the Customer will not be able to freely dispose of the Locked Amount during the Lock-In Period;

   10.2. the Customer will immediately be credited with a one-time WEXO Fuel corresponding to the selected variant of the product WEXO Reserve within their User Account;

   10.3. the VIP Shopping service will be activated for the Customer;

   10.4. the end date of the Lock-in Period will be displayed to the Customer.

11. Shopping Points, which constitute the Locked Amount, will continue to be recorded in the Customer's User Account in accordance with Article XXII. of the GTC. However, the Customer will not be able to freely dispose of the Locked Amount during the Lock-in Period.

12. The Locked Amount does not accrue interest.

Lock-In Period and Automatic Renewal

13. The Lock-In Period begins at the moment of the activation of the product WEXO Reserve in accordance with clause 9.4 of this Article.

14. After the expiration of the Lock-In Period, the Lock-In Period is automatically extended by the same period depending on the specific variant of the product WEXO Reserve repeatedly, unless the Customer deactivates the Automatic Renewal in the manner specified in clause 18. of these GTC.

15. Upon each extension of the Lock-in Period via Automatic Renewal in accordance with clause 14. above:

   15.1. the Locked Amount is not made available to the Customer for free disposal; it remains recorded in the Customer's User Account as the Locked Amount and remains locked for the duration of the subsequent Lock-In Period;

   15.2. WEXO Fuel corresponding to the variant of the product WEXO Reserve will be credited to the Customer's User Account again;

   15.3. the Customer may use the VIP Shopping service;

   15.4. the new end date of the Lock-In Period will be displayed in the Application WEXO Cashback to the Customer.

16. The Company will notify the Customer via the Application WEXO Cashback and/or by email a reasonable amount of time before the expiration the upcoming Automatic Renewal of the current Lock-In Period.

17. If the Customer deactivates Automatic Renewal in the manner specified in clause 18. of these GTC, upon the expiration of the Lock-In Period, the Locked Amount (in Shopping Points) will once again become available in the Customer's User Account, and the Customer may continue to use it in accordance with Article XXII. of these GTC.

Deactivation of Automatic Renewal

18. The Customer has the right to deactivate Automatic Renewal at any time free of charge, as follows:

    18.1. upon activation of the product WEXO Reserve — the Customer may deactivate Automatic Renewal for the specific product WEXO Reserve in question, at the time of its activation in accordance with clause 9.3 above;

    18.2. after activating the product WEXO Reserve, the Customer may deactivate Automatic Renewal for that specific product WEXO Reserve during the Lock-In Period directly in the Application WEXO Cashback via the settings of the product WEXO Reserve.

19. For the Automatic Renewal to be successfully deactivated in accordance with clause 18.2. above, the Customer must deactivate the Automatic Renewal no later than the last day of the current Lock-In Period.

20. The Company will actively and repeatedly inform the Customer of the approaching expiration of the Lock-In Period and the option to deactivate Automatic Renewal via notifications in the Application WEXO Cashback and/or by email on the following dates:

    20.1. first notification — at least 60 calendar days before the expiration of the current Lock-In Period;

    20.2. second notification — at least 30 calendar days before the expiration of the current Lock-In Period;

    20.3. third notification — at least 14 calendar days before the expiration of the current Lock-In Period.

21. Deactivating Automatic Renewal has the following effects:

    21.1. the current Lock-In Period continues until its expiration;

    21.2. upon expiration of the Lock-In Period, the Locked Amount will once again be made available in the Customer's User Account in full as available Shopping Credit;

    21.3. the Customer is not entitled to any further WEXO Fuel credits pursuant to clause 15.2. above;

    21.4. upon expiration of the Lock-in Period, the Customer will no longer be provided with the VIP Shopping service.

    This does not affect WEXO Fuel already credited from previous periods, which remains valid to the extent specified in Article XXI. of the GTC.

22. Deactivation of Automatic Renewal is not considered an early termination of the product WEXO Reserve.

Early Termination and Restrictions

23. The product WEXO Reserve constitutes a fixed-term agreement for the Lock-In Period. Early termination of the Lock-In Period and, consequently, withdrawal of the Locked Amount is not permitted, except as provided for in these GTC.

24. During the Lock-in Period, the Customer may not:

    24.1. freely dispose of the Locked Amount or use it to pay for Gift Cards or other payments within the Application WEXO Cashback as defined in these GTC;

    24.2. transfer it to another Customer (with reference to Article XXII., clause 6. of these GTC);

    24.3. request its withdrawal to the Customer's bank account;

    24.4. terminate the agreement, except in cases provided for in these GTC.

25. A Customer who is a Consumer may terminate the agreement for the provision of the product WEXO Reserve in accordance with Article XXV. of these GTC. Exercising this right results in the termination of the agreement, the release of the Locked Amount in the Customer's User Account, the writing off of the WEXO Fuel that was credited to the Customer within the product WEXO Reserve (with the exception of WEXO Fuel that has already been used up in the form of Fuel Cashback - this Customer is not obliged to return it to the Company) and the termination of the provision of the VIP Shopping service.

26. In the event of the Customer's death, a final decision on the deprivation or restriction of legal capacity, or other circumstances requiring the release of funds pursuant to applicable legal regulations, the Locked Amount shall be released in accordance with these regulations and the provisions of Article IV., clauses 13. to 16. of the GTC shall apply accordingly.

27. The Company is entitled to withdraw from the agreement, the subject of which is the provision of the product WEXO Reserve in the event of a serious breach of these GTC by the Customer. For the purposes of this clause, a serious breach of these GTC shall be considered in particular, but not exclusively, the Customer's actions consisting in an attempt to purchase a large number of Gift Vouchers for the purpose of reselling them to third parties and actions that are even partially similar to this action. In the event of the

Company's withdrawal from the agreement under this clause, the Locked Amount shall be returned to the Customer's available Shopping Points balance and the WEXO Fuel that was credited to the Customer within the product WEXO Reserve shall be debited from the Customer's User Account (with the exception of WEXO Fuel that has already been used up in the form of Fuel Cashback - this Customer is not obliged to return it to the Company).

WEXO Fuel

28. After activating the product WEXO Reserve, the Company will credit WEXO Fuel to the Customer's User Account in the amount of the relevant percentage of the Locked Amount according to the variant of the product WEXO Reserve chosen by the Customer in accordance with clause 6. of this Article.

29. The provisions of Article XXI. clauses 12. to 17. of these GTC shall apply mutatis mutandis to the WEXO Fuel that the Customer has obtained within the product WEXO Reserve, in particular:

    29.1. the validity period of WEXO Fuel is 3 years from the date of its crediting to the Customer's User Account (Article XXI. clause 17. of these GTC);

    29.2. WEXO Fuel is used to obtain Fuel Cashback under the conditions set out in Article XXI. clauses 12. to 17. of these GTC;

    29.3. WEXO Fuel cannot be paid to the Customer in cash or any other form to a bank account.

30. WEXO Fuel is credited upon activation of a specific variant of the product WEXO Reserve in advance for the entire Lock-In Period. Upon each extension of the Lock-In Period via Automatic Renewal, WEXO Fuel is credited to the Customer again in an amount equal to the applicable percentage of the Locked Amount, based on the selected variant of the product WEXO Reserve.

VIP Shopping

31. Upon activation of the product WEXO Reserve, the Company will begin providing the VIP Shopping service to the Customer. The VIP Shopping service is provided to the Customer throughout the entire Lock-In Period (including any subsequent Lock-In Period resulting from Automatic Renewal).

32. As part of the VIP Shopping service, the Company will reserve 30% of the Gift Cards of Selected Partners exclusively for Customers who have activated the product WEXO Reserve.

33. The current list of Selected Partners and Gift Cards is available in the Application WEXO Cashback. The purchase of Gift Cards as part of VIP Shopping service is subject to Article X. (Cashback – Gift Cards) and Article XVI. (Purchase Agreement – Gift Cards) of these GTC.

34. The Company is entitled to unilaterally modify the list of Selected Partners, Gift Card categories, and the specific amount of the Reserved Volume. The Company will notify Customers of any material changes via the Application WEXO Cashback.

35. The Reserved Volume guarantees only the availability of the Reserved Volume of Gift Cards to Customers. The Company is not liable for the Reserved Volume being exhausted.

Special Provisions for the variant of the product WEXO Reserve – Pre-sale

36. Customers may activate the variant of the product WEXO Reserve – Pre-sale only until July 31, 2026 (inclusive). After the date specified in the preceding sentence, this variant of the product WEXO Reserve will no longer be available for activation.

37. **The Lock-In Period** of the variant of the product WEXO Reserve – Pre-Sale is fixed and ends on 01.02.2027, regardless of the date of its activation. The Customer therefore acknowledges that the beginning of the Lock-In Period may vary depending on when the product WEXO Reserve – Pre-Sale is activated by a specific Customer. The Lock-In Period may therefore be set at a different length for individual Customers. The Customer expressly acknowledges and agrees to these facts.

38. After the Lock-In Period expires, i.e. on 02.02.2027, the product WEXO Reserve – Pre-Sale will automatically change to the variant WEXO Reserve 6M product under the following conditions:

    38.1. the Locked Amount will not be released and will remain locked under the new variant WEXO Reserve 6M;

    38.2. the Customer will be credited with WEXO Fuel in the amount of 30% of the Locked Amount corresponding to the variant WEXO Reserve 6M for a period of an additional 6 months;

    38.3. the VIP Shopping service will continue to be provided to the Customer without interruption;

    38.4. clauses 18. to 22. of this Article shall apply accordingly to subsequent Automatic Renewals of the variant WEXO Reserve 6M.

39. The Customer has the right to deactivate the automatic change of the variant WEXO Reserve– Pre-sale to the variant WEXO Reserve 6M product, by deactivating the Automatic Renewal according to clauses 18. to

22. of this Article of the GTC. The request for deactivation must be made no later than 01.02.2027 inclusive, by any of the equivalent methods according to clause 18.2. of this Article. In the event of deactivation of the Automatic Renewal, the Locked Amount will be made available again in the Customer's User Account in full as available Shopping Credit on 02.02.2027 and there will be no automatic change to the variant WEXO Reserve 6M.

40. The Company's information obligation before the automatic change of the variant WEXO Reserve – Pre-sale to the variant WEXO Reserve 6M. The Company will repeatedly inform the Customer about the upcoming automatic change of the variant WEXO Reserve - Pre-Sale to the variant WEXO Reserve 6M, via notifications in the Application WEXO Cashback and/or by e-mail, on the following dates:

    40.1. first notification – no later than 60 calendar days before 01.02.2027 (i.e., no later than 03.12.2026);

    40.2. second notification – no later than 30 calendar days before 01.02.2027 (i.e., no later than 02.01.2027;

    40.3. third notification—no later than 14 calendar days before 01.02.2027 (i.e., no later than 18.01.2027).

41. The product WEXO Reserve– Pre-sale is limited. The Customer has the opportunity to activate the product WEXO Reserve – Pre-sale no later than 31.07.2026. The Customer will be able to activate the other variants - the WEXO Reserve 3M and WEXO Reserve 6M products from 01.08.2026.

42. **Digital services**. All digital services related to the product WEXO Reserve under this Article of the GTC are provided to the Customer by the Company free of charge.

43. **Services**. The VIP Shopping service is not a digital service. Its provision is governed by the provisions of Article V. of these GTC.

44. **Provision of digital services**. The provision of any digital services within the meaning of this Article is governed in full by the provisions of Article XIX. of these GTC.

45. **Liability for defects and complaints regarding digital services**. Defects in the product WEXO Reserve (with the exception of the VIP Shopping service) are governed in full by the provisions of Article XX. of these GTC. The Customer is entitled to file a complaint in accordance with clause 6. et seq. of Article XX. of these GTC, and in this regard, the Customer may be entitled to claims under Article XX., clauses 16., 18., or 19. of these GTC.

46. In relation to the VIP Shopping service, the provisions of Article XVIII. of these GTC shall apply to defects in this service and the filing of a complaint.

47. **Withdrawal from the agreement**. In the event of withdrawal from the agreement pursuant to this Article of the GTC for reasons pursuant to Article XX. clause 19. of these GTC, the Company shall be obliged to make the Locked Amount available in the Customer's User Account, write off the WEXO Fuel that was credited to the Customer within the product WEXO Reserve (with the exception of WEXO Fuel that has already been used up in the form of Fuel Cashback - this Customer is not obliged to return it to the Company) and terminate the provision of the VIP Shopping service.

48. Withdrawal from the agreement pursuant to this Article of the GTC in accordance with the relevant provisions of the Consumer Protection Act shall be subject to the full extent of Article XXV. of these GTC.

XXIV. TERM OF THE AGREEMENT

1. Any contractual relationship established by these GTC is concluded for an indefinite period, unless these GTC expressly provide otherwise in specific cases.

2. The Parties may terminate the contractual relationship established by these GTC:

    2.1. by written agreement of the Parties on the date specified in this agreement;

    2.2. by notice of either Party within the meaning of clause 3. of this Article of the GTC below;

    2.3. by withdrawal within the meaning of the relevant provisions of these GTC;

    2.4. by withdrawal in accordance with the provisions of the Civil Code;

    2.5. by withdrawal in accordance with the Commercial Code;

    2.6. upon expiry of the WEXO Premium Subscribe membership period pursuant to Article XXI. of these GTC;

    2.7. upon expiry of the Lock-In Period in the case of the product WEXO Reserve, except for Automatic Renewal or automatic change pursuant to Article XXIII. of these GTC.

3. Either Party is entitled to terminate the contractual relationship established by these GTC without giving any reason. The notice period is 3 calendar months. The notice period begins on the first day of the calendar month following the calendar month in which the notice was delivered to the other Party.

4. The withdrawal is effective on the date of delivery of the written withdrawal. The reason for withdrawal must be specified in the withdrawal in such a way that it cannot be confused with any other reason.

5. The agreement under which the Customer acquires membership in WEXO Premium Subscribe is concluded for a fixed period in accordance with Article XXI. of these GTC. Accordingly, this agreement automatically terminates upon the expiration of the membership period. This is without prejudice to the provisions of Article XXIII., clause 17. of these GTC.

6. In the event of termination of the contractual relationship established by these GTC, the Customer is not obliged to return the Cashback (including Premium Cashback, WEXO Fuel, Fuel Cashback and Indirect Cashback Affiliate) provided. However, the termination of the contractual relationship established by these GTC for any reason does not terminate the provisions of these GTC which, by their nature, remain in force even after the termination of the binding nature of these GTC (e.g., claims arising from liability for defects).

7. In the event of termination of the contractual relationship pursuant to Article XXII. of these GTC, the Company is obliged to return to the Customer their current Shopping Credit balance recorded in Shopping points in their User Account. In such a case, the Company shall exchange the current balance of Shopping points into EUR (or another currency if the Customer deposited Shopping Credit in another currency) and send it to the Customer's bank account used by the Customer to deposit Shopping Credit into the Application WEXO Cashback. The provisions of Article XXIV., clause 13. shall apply accordingly.

8. The agreement under which the product WEXO Reserve is provided to the Customer is concluded for a fixed period, namely the Lock-In Period. If the Customer has deactivated the Automatic Renewal or automatic change in the manner specified in Article XXIII. of these GTC, the agreement shall expire upon the expiration of the Lock-In Period. Otherwise, the agreement shall be extended and/or changed as specified in Article XXIII. of these GTC.

9. In the event of termination of the contractual relationship pursuant to Article XXIII. of these GTC, the Company shall be obliged to make the Locked Amount available in the Customer's User Account, write off the WEXO Fuel that was credited to the Customer within the product WEXO Reserve (with the exception of WEXO Fuel that has already been used up in the form of Fuel Cashback - this Customer is not obliged to return it to the Company) and terminate the provision of the VIP Shopping service.

XXV. WITHDRAWAL FROM THE AGREEMENT UNDER THE CONSUMER PROTECTION ACT

1. The customer has the right to withdraw from a distance agreement:

   1.1. in the case of an agreement for the provision of services, including digital services, which are the User account management agreement, Cashback provision agreement, WEXO Premium Subscribe product provision agreement, Shopping credit product provision agreement and/or WEXO Reserve product provision agreement, within 14 days from the date of conclusion of the relevant agreement;

   1.2. in the case of a purchase agreement, within 14 days from the date of delivery of Gift Cards or other goods within the meaning of these GTC,

   even without giving a reason.

2. The withdrawal period specified in clause 1. of this Article of the GTC shall be deemed to have been observed if the Customer sends the Company a notice of withdrawal from the relevant agreement in accordance with clause 1. above by the last day of the withdrawal period at the latest.

3. The Customer may send the withdrawal from the relevant agreement pursuant to clause 1. above in writing, by post to the address WEXO Solution s. r. o., Nevädzová 5, 821 01 Bratislava – Ružinov district, Slovak Republic, or by email to the Company's contact email address hello@wexopay.com. The Customer may also use the template withdrawal form, which is attached as Annex No. 1 to these GTC.

4. By withdrawing from the relevant agreement in accordance with clause 1. above, this agreement is canceled from the outset.

5. The Customer may withdraw from the purchase agreement only in relation to specific Gift Cards if the Company has delivered or provided multiple Gift Cards under the purchase agreement.

6. The Customer may withdraw from the purchase agreement even before the start of the withdrawal period.

7. The Customer is obliged to send the Gift Cards back or hand them over to the Company or a person designated by the Company to receive them within 14 days of withdrawing from the purchase agreement. This does not apply if the Company proposes to collect the Gift Cards in person or through a person designated by it. The deadline specified in the first sentence shall be deemed to have been met if the Customer sends the Gift Cards to the Company no later than on the last day of the deadline. Due to the special nature of Gift Cards, the Company will remove these Gift Cards from the Customer's User Account

in the Application WEXO Cashback after the Customer withdraws from the purchase agreement, whereby the Customer's obligation to return the Gift Cards to the Company is considered fulfilled.

8. Upon withdrawal from the purchase agreement, the Customer shall only bear the costs of returning the Gift Cards to the Company or to a person designated by the Company to receive them. For the avoidance of doubt, the Company states that the Customer shall not pay any fee to the Company for returning Gift Cards in accordance with clause 10. of this Article.

9. However, the Customer shall be liable for any reduction in the value of the Gift Cards resulting from handling the Gift Cards beyond what is necessary to determine their characteristics and functionality.

10. The Customer shall not be entitled to withdraw from the agreement if:

    10.1. the service has been provided in full (for the purposes of this Article of the GTC, the provision of a service means the provision of any service, including a digital service);

    10.2. the provision of the service, including digital services, began before the expiry of the withdrawal period with the express consent of the Customer and the Customer declared that they had been duly informed that by expressing their consent, they lose the right to withdraw from the agreement after the service has been fully provided, if the Customer is obliged to pay the price under the agreement; or

    10.3. for other reasons specified in Section 19(1) of the Consumer Protection Act.

11. The Company hereby, prior to the commencement of the provision of any service under any agreement within the meaning of these GTC, under which the Customer is obliged to pay the price, informs the Customer that by giving consent to the commencement of the provision of the service before the expiry of the withdrawal period, the Customer loses the right to withdraw from the agreement after the service has been provided in full. The Customer's statement that they have been informed by the Company in accordance with the previous sentence and the Customer's express consent to the commencement of the provision of the service before the expiry of the withdrawal period is part of the relevant agreement concluded with the Company to which this instruction applies.

12. The Company informs the Customer that, pursuant to Section 21(5) of the Consumer Protection Act, the Customer is obliged to pay the Company the price for the performance actually provided until the date of delivery of the notice of withdrawal from the agreement the subject of which is the provision of services and/or digital services, if the Customer withdraws from any of these agreements and, prior to the commencement of the provision of performance, has given their express consent to the commencement of the provision of services before the expiry of the withdrawal period pursuant to clause 10.1. of this Article. However, for the avoidance of doubt, the Company states that the Customer is not obliged to pay the Company the price for the performance actually provided, as any services, including digital services within the meaning of these GTC, are provided to the Customer free of charge.

13. The Company is obliged to return to the Customer all payments received from him on the basis of or in connection with the purchase agreement, including transport, delivery, postage and other costs and fees, within 14 days of the date of delivery of the withdrawal from the purchase agreement. If the Customer has not withdrawn from the entire purchase agreement, the Company is obliged to refund all payments to the Customer in accordance with the first sentence only to the extent corresponding to their withdrawal from the purchase agreement. The Company is obliged to refund to the Customer all payments received from the Customer under or in connection with this agreement, including the costs of transport, delivery, postage and other costs and fees, within 14 days from the date of receipt of the withdrawal from the agreement for the provision of services (specifically the agreement under Article XXI. of these GTC). However, the Customer may be obliged to pay to the Company the price for the performance actually provided under clause 12. of this Article.

14. The Company is not obliged to reimburse the Customer for additional costs if the Customer has expressly chosen a different method of delivery than the cheapest standard method of delivery offered by the Company. Additional costs are understood to be the difference between the delivery costs chosen by the Customer and the costs of the cheapest standard delivery method offered by the Company.

15. The Company is not obliged to refund the Customer's payments under clause 13. of this Article upon withdrawal from the purchase agreement before the Gift Cards are delivered to it or until the Customer proves that the Gift Cards have been sent back to the Company, unless the Company proposes to collect the Gift Cards in person or through a person designated by it.

16. The Company is obliged to refund the Customer's payments in accordance with clause 13. of this Article in the same manner as the Customer used to make the payment, unless the Company agrees otherwise with the Customer and the Customer is not charged any fees in connection with the refund.

17. For the avoidance of doubt, the provisions of these GTC that apply to the Cashback provision agreement, WEXO Premium Subscribe product provision agreement, Shopping credit product provision agreement and/or WEXO Reserve product provision agreement and/ or purchase agreement are considered to be a

supplementary agreement pursuant to Section 20(12) of the Consumer Protection Act in relation to the provisions of the User Account management agreement. Accordingly, in connection with the termination of the supplementary agreement, the Company is entitled to demand from the Customer exclusively the reimbursement of costs pursuant to Section 21 (3) and (5) and Section 22 (3) of the Consumer Protection Act.

18. In order to fulfill its obligation under Section 15(6) of the Consumer Protection Act, the Company provides the Customer with a duly completed instruction on exercising the right to withdraw from the agreement, which forms Annex No. 2 to these GTC.

19. The Company ensures that the Customer may exercise their right to withdraw from a distance agreement also through a special electronic feature available in the Application WEXO Cashback, which allows the Customer to electronically notify the Company of their withdrawal from the agreement in a simple, understandable, and technically accessible manner. The function for withdrawing from the agreement referred to in the preceding sentence is displayed in the Application WEXO Cashback as a button clearly labeled with the phrase "withdraw from the agreement here" or a button with similar wording that unambiguously indicates that using it allows the Customer to withdraw from the agreement. The button referred to in the preceding sentence must be easily accessible and clearly identifiable in the Application WEXO Cashback so that the Customer can use it without undue technical or administrative obstacles.

    The electronic functionality described in this clause enables the Customer, in particular, to:

    19.1. identify the agreement according to clause 1. of this Article, to which the withdrawal applies;

    19.2. provide the Customer's identification and contact information;

    19.3. confirm their intention to withdraw from the distance agreement; and

    19.4. send a notice of withdrawal from the agreement to the Company by electronic means.

20. A Customer who has used the button described in clause 19. of this Article to withdraw from the agreement is required to confirm their withdrawal by clicking the "confirm withdrawal from the agreement" button or a button with similar wording that clearly indicates that by clicking it, the Customer confirms withdrawal from the relevant agreement according to these GTC.

21. If the Customer confirms withdrawal from the agreement in the manner described in clause 20. of this Article, the Company shall, without undue delay, provide the Customer with confirmation of receipt of the withdrawal from the agreement on a durable medium, in particular via email or another means that allows the content of the confirmation to be stored and accessed for a reasonable period of time. The Company's confirmation of receipt of the notice of withdrawal from the agreement pursuant to the preceding sentence must include the notice of withdrawal from the agreement and the date and time the notice of withdrawal from the agreement was sent.

22. Exercising the right to withdraw from the agreement via the electronic functionality described in clauses 19. to 21. of this Article does not preclude other methods of exercising the right to withdraw from the agreement under these GTC or the Consumer Protection Act. This means that the Customer has the option to withdraw from the agreement by means other than clicking the button described in clauses 19. to 21. of this Article

XXVI. ALTERNATIVE DISPUTE RESOLUTION

1. The Company hereby informs the Customer, in accordance with Section 5(1)(l) of the Consumer Protection Act, hereby informs the Customer that the Customer has the right to submit a request for redress to the Company pursuant to Section 11 of Act No. 391/2015 Coll. on alternative dispute resolution for consumer disputes and on amendments to certain acts, as amended, with a reference to the website where information about the relevant alternative dispute resolution entity is published, if a dispute has arisen between the Customer and the Company from the exercise of rights arising from liability for defects or if the Customer believes that the Company has violated other rights. The Customer shall submit a request for redress in writing by post to the address WEXO Solution s. r. o., Nevädzová 5, 821 01 Bratislava – Ružinov district, Slovak Republic, or by email to the Company's contact email address hello@wexopay.com. If the Company responds negatively to the Customer's request, it is obliged to inform the Customer about the relevant alternative dispute resolution entities.

2. The Customer has the right to submit a proposal to initiate alternative dispute resolution to an alternative dispute resolution entity if the Company has responded negatively to the Customer's request or has not responded to it within 30 days of its submission.

3. The relevant alternative dispute resolution entity is the Slovak Trade Inspection Authority and a legal entity registered in the list maintained by the Ministry of Economy of the Slovak Republic. The list of alternative dispute resolution entities is available at the following web address: https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoz

nam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1. The customer has the right to choose which of the above entities to agreement. The possibility of contacting the court remains unaffected.

4. To submit a proposal, the Customer may use the form available on the website of the Ministry of Economy of the Slovak Republic or any alternative dispute resolution entity. Contact details of the Slovak Trade Inspection: Slovak Trade Inspection, Central Inspectorate, Department for International Relations and Alternative Dispute Resolution, Bajkalská 21/A, p. p. 29, 827 99 Bratislava 27. Address for submitting complaints in electronic form: ars@soi.sk, adr@soi.sk.

5. The Consumer may also use the list of alternative dispute resolution entities published by the European Commission. In the case of a cross-border consumer dispute, the Consumer may also contact the European Consumer Centre in the Slovak Republic.

XXVII. SPECIAL PROVISIONS APPLICABLE TO ENTREPRENEURS

1. Customers who are natural persons – entrepreneurs and legal entities are subject to the provisions of these GTC, with the exception of:

   1.1. Article XVI., clauses 15., 16., 17. and 18. of these GTC;

   1.2. Article XVII. of these GTC;

   1.3. Article XIX., clauses 3. to 7. and clauses 10. to 14. of these GTC;

   1.4. Article XX. of these GTC;

   1.5. Article XXI. the second sentence of clause 1., the last sentence of clause 4. and clause 25., 26., and 28. to 37. of these GTC;

   1.6. Article XXII. of these GTC;

   1.7. Article XXIII., clauses 2.1. and 2.2. of these GTC;

   1.8. Article XXIV. of these GTC;

   1.9. Article XXV. of these GTC;

   1.10. Article XXVII. of these GTC;

   1.11. Annex No. 1 and Annex No. 2 to these GTC;

   1.12. as well as other clauses and Articles of these GTC, the nature of which clearly indicates that they apply to Customers who are Consumers.

2. The provisions of Article XVIII. of these GTC shall apply mutatis mutandis to the Company's liability for defects in Gift Cards. For the avoidance of doubt, Gift Cards shall be deemed defective if they cannot be used for their intended purpose.

3. The Company's liability for defects in the Cashback system and other digital services shall be governed by the provisions of Article XVIII. of these GTC in their entirety. The same applies to defects in WEXO Premium Subscribe membership and its content pursuant to Article XXI. of these GTC.

XXVIII. INFORMATION PURSUANT TO ARTICLE 14 OF THE DIGITAL SERVICES ACT

1. Pursuant to Article 14., clause 1. of the Digital Services Act, the Company, as a provider of intermediary services, is obliged to include in its terms and conditions (i.e. these GTC) information on all restrictions it imposes in relation to the use of its services with regard to information provided by service recipients, i.e. Customers.

2. The information referred to in clause 1. of this Article above must include information on all policies, procedures, measures, and tools used for content moderation, including algorithmic decision-making and human control, as well as the rules of procedure of its internal complaint-handling system.

3. Given that the Company does not use any measures or tools to moderate content within the Application WEXO Cashback, as there is no content in the Application WEXO Cashback that could be moderated, this obligation does not apply to the Company.

4. The Company has set out information on the rules of procedure for its internal complaint handling system in a separate directive on the receipt and handling of complaints, which is available at HERE .

5. As a provider of intermediary services, the Company acts consistently, objectively, and appropriately in applying and enforcing the restrictions set out in clause 1. of this Article above, taking due account of the rights and legitimate interests of all parties concerned, including the fundamental rights of Customers as

recipients of services, such as freedom of expression, freedom and pluralism of the media, and other fundamental rights and freedoms enshrined in the Charter of Fundamental Rights of the European Union.

XXIX. CHANGES TO THE GTC

1. The Company is entitled to amend these GTC, any of their provisions, and to add new provisions, including any price lists, Cashback amounts, changes thereto, and other changes to the Cashback system.

2. Rights and obligations that arose during the effective period of the previous version of the GTC are not affected by the changes.

3. Changes to these GTC shall become valid and effective on the date of their publication in the Application WEXO Cashback or on the date specified therein.

4. Notification of the new wording of these GTC shall be made by means of a notification in the Application WEXO Cashback and/or by sending a notification to the Customer's email address. The notification of changes shall contain the complete, new wording of these GTC.

5. If the Customer does not agree with the change to the GTC, they are entitled to withdraw from the contractual relationship established by these GTC, whereby the withdrawal must be delivered within 14 days of notification of the changes to the GTC. Upon expiry of this period, the Customer loses the right to withdraw and is bound by the new version of the GTC.

XXX. FINAL PROVISIONS

1. The Parties undertake to provide each other with the necessary cooperation in fulfilling their obligations under these GTC and to notify each other of all circumstances and information that may affect the rights and obligations agreed in these GTC without undue delay after becoming aware of such circumstances or information.

2. Legal relations not governed by these GTC shall be governed by the legal order of the Slovak Republic, in particular the relevant provisions of the Civil Code, the Consumer Protection Act, and other applicable legal regulations of the Slovak Republic.

3. The Customer shall deliver documents relating to these GTC to the Company's email address specified in these GTC or to the address of its registered seat specified in the relevant register. The Company is obliged to notify the change of the email address designated for the delivery of documents in an appropriate manner without undue delay after the change.

4. The Customer is not entitled to transfer or assign any rights or obligations under these GTC to another person without the prior written consent of the Company.

5. If any provisions of these GTC are wholly or partially invalid and/or ineffective or subsequently become invalid and/or ineffective, this shall not affect the validity and/or effectiveness of the remaining provisions of these GTC. Instead of the invalid and/or ineffective provisions of these GTC and to fill the gaps, a provision shall be used which, as far as legally possible, most closely approximates the meaning and purpose of these GTC, provided that the Parties took this issue into account when concluding these GTC.

6. The Parties agree that all disputes arising from or in connection with these GTC shall be resolved primarily out of court. If the 'Parties fail to resolve the dispute out of court, all disputes arising from or in connection with these GTC (including disputes over non-contractual claims) shall be decided by the competent court of the Slovak Republic.

7. These GTC are concluded in the English language, and the Customer, who is a Consumer, by expressing his consent to these GTC, declares that the English language is understandable to him. The text of these GTC may also be translated into another language, in which case the English text of these GTC shall prevail.

8. These GTC shall enter into force on the date of their acceptance by the Company and shall become effective on 31.07.2026.

Annex No. 1 to the GTC

FORM FOR WITHDRAWAL FROM THE AGREEMENT

pursuant to Section 15(1)(f) of Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Supplements to Certain Acts

(fill in and send this form only if you wish to withdraw from the agreement)

To:

WEXO Solution s. r. o., with its registered seat at Nevädzová 5, 821 01 Bratislava - Ružinov district, Slovak Republic, ID No.: 56 577 923, email: hello@wexopay.com

I/We* hereby give notice that I/We* withdraw from the agreement (please specify):

Date of order/date of receipt*:

Name and surname of consumer/consumers*:

Address of consumer/consumers*:

Signature of consumer/consumers* (only if this form is submitted in paper form):

Date:

* Delete as appropriate.

Annex No. 2 to the GTC

INSTRUCTIONS ON EXERCISING THE CONSUMER'S RIGHT TO WITHDRAW FROM A DISTANCE AGREEMENT AND AN AGREEMENT CONCLUDED OUTSIDE THE MERCHANT'S BUSINESS PREMISES

1. Right to withdraw from the agreement

You have the right to withdraw without giving any reason from:

- in the case of a agreement for the provision of services, including digital services, which are the User account management agreement, Cashback provision agreement, WEXO Premium Subscribe product provision agreement, Shopping credit product provision agreement and/or WEXO Reserve product provision agreement, within 14 days from the date of conclusion of the relevant agreement;
- in the case of a purchase agreement, within 14 days from the date of delivery of Gift Cards or other goods within the meaning of these GTC.

When exercising your right to withdraw from the agreement, please inform us of your decision to withdraw from this agreement by means of an unequivocal statement (e.g., a letter sent by post or email) to the following address: WEXO Solution s. r. o., with its registered seat at: Nevädzová 5, 821 01 Bratislava - Ružinov district, Slovak Republic, ID No.: 56 577 923, email: hello@wexopay.com, telephone: +421 903 708 665.

For this purpose, you can use the sample withdrawal form that we have provided or sent to you, but its use is not mandatory. You may exercise their right to withdraw from a distance agreement also through a special electronic feature available in the Application WEXO Cashback, which allows the Customer to electronically notify the Company of their withdrawal from the agreement ("button").

The withdrawal period is observed if you send notification of your exercise of the right to withdraw from the agreement before the withdrawal period expires.

2. Consequences of withdrawal from the agreement

After withdrawal from the agreement, we will refund all payments you have made in connection with the conclusion of the purchase agreement, including the costs of delivery of the goods to you. This does not apply to additional costs if you have chosen a different type of delivery than the cheapest standard delivery method we offer. Payments will be refunded to you no later than 14 days from the date we receive your notice of withdrawal from this agreement. The refund will be made using the same method you used for your payment, unless you have expressly agreed to a different method of payment, and without incurring any additional fees.

We may wait to refund your payment until the goods are returned to our address or until you provide proof that you have sent the goods back, whichever occurs first. Due to the special nature of the goods (which may be Gift Cards or other goods within the meaning of these GTC), it is not necessary to send the goods back, as they were delivered to you electronically.

Method of returning goods
Due to the special nature of the goods (which may be Gift Cards or other goods within the meaning of these GTC), it is not necessary to send the goods back, as they were delivered to you electronically.

Reimbursement of costs for returning goods
You bear the direct costs of returning the goods. However, you will not bear any costs in connection with the return of goods if, due to the special nature of the goods (which may be Gift Cards or other goods within the meaning of these GTC), these goods were delivered electronically.

Consumer liability for damage to returned goods
You are only liable for any reduction in the value of the goods resulting from handling them in a manner other than that necessary to ascertain the nature, characteristics, and functionality of the goods.

Special instructions in relation to the GTC, the subject of which is the provision of services, including digital services

After you withdraw from the agreement, we will refund all payments you have made in connection with the conclusion of the agreement on provision of services. The payments will be refunded to you no later than 14 days from the day on which we receive your notification of withdrawal from this agreement. The payment will be made in the same way as you used for your payment, unless you have expressly agreed to a different payment method, without charging any additional fees.

Any balance of Shopping points recorded in your User Account exchanged into EUR (or another currency) will be paid to the bank account you used for payment.

If you have requested the commencement of the provision of services during the withdrawal period, you are obliged to pay us the price for the services actually provided until the day on which you notified us of your decision to withdraw from this agreement.

You are not obliged to return any Cashback already paid, but you will not be entitled to further provision of services by the Company.

Annex No. 3 to the GTC – INFORMATION ON THE FUNCTIONALITY, COMPATIBILITY, AND INTEROPERABILITY OF DIGITAL SERVICES

1. Nature of digital services

The Company provides Customers with digital services through the WEXO Platform, which consists mainly of the Application WEXO Cashback, Application WEXO Partner, and the web interface available at www.wexopay.com. Digital services include, in particular:

1.1. **Cashback system**, enabling rewards to be earned for purchasing Goods at Partner Operations, from Online Partners and/or for purchasing Gift Cards;

1.2. **WPOS (WEXO Point of Sales)** – a digital terminal that technically enables the Partner to accept payments from its Customers for Goods, scan Customers' QR codes, and one of its functionalities is the Cashback Scanner and verification of claims for Cashback;

1.3. **Cashback management**, which includes, in particular, but not limited to, the conversion of Cashback into WEXO Cashback points in accordance with Article XII. of these GTC, the possibility of redeeming WEXO Cashback points in accordance with Article XIII. of these GTC, as well as the payment of Cashback in accordance with Article XIV. and/or XV. of these GTC;

1.4. **the option to purchase Gift Cards**;

1.5. **Affiliate system** for recommending new Customers, within which it is possible to obtain Direct Affiliate Cashback and/or Indirect Affiliate Cashback (in case of active membership in WEXO Premium Subscribe);

1.6. **membership in WEXO Premium Subscribe**, which includes the benefits and advantages set out in these GTC;

1.7. **recording and management of Shopping Credit and Shopping points** to the extent specified in Article XXII. of these GTC;

1.8. **temporary locking of part of the Shopping Credit recorded in Shopping Points and provision of WEXO Fuel within the WEXO Reserve** product to the extent pursuant to Article XXIII. of these GTC.

2. Technical requirements and compatibility

Digital services are compatible with devices that meet the following minimum requirements:

2.1. mobile device with **iOS 15.6 or newer** or **Android 7.0 or newer**;

2.2. stable internet connection;

2.3. current version of an internet browser (for the Website interface). The functionality of digital services may be limited when using outdated operating systems or outdated versions of the WEXO Cashback Application.

3. Interoperability

Digital services communicate exclusively via a secure internet connection (HTTPS). The WEXO platform does not require or provide integration with other software solutions unless expressly stated (e.g., when logging in via Apple ID, Google, or Facebook). The customer may only use these external accounts for registration and login; this does not result in the sharing of content or data beyond what is necessary for authentication.

4. Updates and changes to functionality

The Company regularly provides updates to the WEXO Cashback Application to improve security, performance, and add new features, but always in compliance with the terms set forth in Article XIX. of these GTC. The Customer is obliged to keep the WEXO Cashback Application updated in order to maintain full functionality. Older versions of the WEXO Cashback Application may be gradually restricted or cease to function.

5. Functionality limitations

To receive Cashback, you must be logged into your User Account and present a QR code when making a purchase at a Partner's Establishment or make a purchase from an Online Partner via a link from the WEXO Cashback Application.

The Cashback system cannot be used offline or without an active internet connection.

The Company is not responsible for malfunctions caused by the unavailability of the Customer's network, incorrect device configuration, or third-party interference (e.g., firewall blocking).

6. Notification of changes

Changes in the functionality, compatibility, and interoperability of digital services will be notified to the Customer via the WEXO Cashback Application, by email, or by publication on the Website before they take effect, if the change may affect the use of the services, in accordance with the conditions set out in Article XIX. of these GTC.