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1. General Provisions

- 1.1. The provisions of these Terms and Conditions ("**T&C**") govern the contractual relationship between:
- a) **EDENRED ROMÂNIA S.R.L.** (hereinafter "**Edenred**" or "**the Company**"), with registered office in Bucharest, 133 Calea Șerban Vodă, sector 4, tax registration number RO10696741, registered in the Trade Register under no. J40/5659/1998; and
 - b) Any natural or legal person that accesses and uses the website www.edenred.ro and the related online platforms ("**Edenred Website**"), as well as the applications that may run on the mobile IT equipment ("**Edenred Apps**") available in AppStore and Google Play (or any other platforms providing applications), including any content, products and services provided to the Users through the Edenred Website and/or the Edenred Apps ("**Edenred Services**").
- 1.2. The Edenred Website and / or Edenred Apps, as well as any access interfaces for any of the Services offered through them are provided by the Company and can be used only in compliance with the conditions of access and use set out in these T&C.
- 1.3. PLEASE READ THESE T&C CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. YOUR ACCESS TO AND USE OF THE SERVICES SHALL REPRESENT YOUR ACCEPTANCE TO COMPLY THE T&C. IF YOU DO NOT ACCEPT THESE T&C, OR, AS APPLICABLE, THE UPDATED PROVISIONS OF THE T&C, PLEASE STOP USING THE SERVICES IMMEDIATELY.
- 1.4. The conditions regarding the supply and use of certain Edenred Services specified in these T&C are complemented by the special terms and conditions applicable to those Edenred Services.

2. Definitions

- 2.1. Within the content of this document, except for the situations when the terms are defined in the T&C, or if not otherwise resulting from the context, the terms beginning with capital letter shall have the following meaning:

Authentication

means the process by which an Authorized Representative and/or a Beneficiary is identified by the Website and/or Edenred Apps, in order to access certain functions, interfaces and/or facilities, based on the Username and Password;

Authorized representative

means the User designated by a Client / Partner Retailer, acting as its representative, to access and/or use the Edenred Services intended for the Clients / Partner Retailers through the Edenred Website and/or Apps, including any interfaces or functions dedicated in this respect to Partner Retailers and/or Clients Partner, as applicable;

Beneficiary

means the natural person User, which:

- (i) Benefits (based on any contractual relationship between it and the Client) from the value bills issued by Edenred on electronic support / cards containing e-money, and from the auxiliary Services with regard to the value bills issued by Edenred on electronic support / cards containing e-money; and/or
- (ii) has access to the facilities of the Spendeo platform, in its capacity of beneficiary of the Client (based on any contractual relationship between it and the Client).

Client

means the legal person or the natural person carrying out professional activities and who benefits from:

- (i) services regarding the issue and management of the value bills / cards containing e-money based on an agreement concluded with Edenred, including, as applicable, through the Online Contracting of Edenred Products;
- (iii) services of electronic management of the expenses or any other Edenred Services offered through the Spendeo platform; as well as
- (iv) any other services provided by Edenred, from time to time, as they are detailed in these T&C and/or any other contractual documentation between Edenred and the Client.

Company

has the meaning established in Clause 1.1 above;

Edenred Apps	has the meaning established in Clause 1.1 above. Edenred Apps include: MyEdenred mobile app, Spendedo mobile app, as well as any other apps provided by Edenred to the Users, from time to time;
Edenred Platform	means the Edenred Website and/or Edenred Apps;
Edenred Services	has the meaning established in Clause 1.1 above;
Edenred Website	has the meaning established in Clause 1.1 above;
Online Contracting of Edenred Products	means to conclude the service agreement for the issue and management of value bills, by distance communication means, through the dedicated module included in the Edenred Platform, namely in the relevant section (https://econtract.edenred.ro/) on the Website;
Partner Retailer	means the legal person or natural person who carries out professional activities, which is enrolled in the Edenred system for accepting Edenred value bills for payment, based on an affiliation agreement concluded between Edenred and the Partner Retailer;
Password	string of alphanumeric characters for the identification of the User in the Authentication process, for the purpose of gaining authorized access to Edenred Services through the Edenred Website and/or Edenred Apps;
User	means any person who accesses and uses the Edenred Website, Edenred Apps and/or Edenred Services.
Username	means the identifier used for the unique identification of a User in the interfaces / sections of the Website and/or Edenred Apps requiring Authentication;

3. Territorial availability of the Edenred Services

- 3.1. The Edenred Website and/or Apps can be accessed by a User regardless of its location.
- 3.2. Certain Edenred Services are intended for Clients, Partner Retailers and Beneficiaries who carry out their activity on the territory of Romania, and thus can only be used in Romania, namely:
- a) Edenred services / products as specified in any contractual documentation between Edenred and the Clients and/or Partner Retailers, which are available only in Romania, according to the laws in force regulating the value bills.

4. Features of the Edenred Services available within the Edenred Platform

- 4.1. THROUGH THE EDENRED PLATFORM, THE COMPANY OFFERS USERS (BENEFICIARIES, CLIENTS AND/OR PARTNER RETAILERS) ACCESS TO A SET OF FUNCTIONS AND FACILITIES OFFERED BY THE EDENRED PLATFORM, AS THEY ARE AVAILABLE FROM TIME TO TIME IN THE EDENRED PLATFORM AND, AS APPLICABLE, SUBJECT TO ANY SPECIAL CONDITIONS APPLIED BETWEEN EDENRED AND THE CLIENTS AND/OR PARTNER RETAILERS REGARDING THE RELEVANT EDENRED SERVICES.
- 4.2. **Online Contracting of Edenred Products**
- 4.2.1. By accessing the section <https://econtract.edenred.ro/client/> on the Edenred Website, Clients can contract value bills issuing and management services, as they are available, from time to time, on the Website.
- 4.2.2. By completing the order, the Client (and the Authorized Representative) agrees that all the data provided by it, required in the process of purchasing the value bills issuing and management services on the date when the Order is placed, are accurate, complete and real.
- 4.2.3. The Online Contracting of Edenred Products requires that the Client accepts the special conditions applicable to the contracted categories of value bills, as they are listed within the ordering process in the interface related to the section of Online Contracting of Edenred Products.
- 4.2.4. The completion of the order within the process of Online Contracting of Edenred Products represents the acceptance of the offer issued by Edenred, and the contractual relationship between Edenred and the Client with regard to the ordered value bills shall be considered as concluded the moment when the order placed by the Client is sent to Edenred.
- 4.3. **Features of the MyEdenred module**
- 4.3.1. **Features available for the Clients:** In the MyEdenred section dedicated for the Clients within the Edenred Website, the Authorized Representatives of the Clients may access a set of features, such as:

- a) Placing orders of value bills;
- b) Viewing and modifying data/contracts related to the Client's profile;
- c) Viewing order history;
- d) Viewing and exporting invoices / pro-forma invoices;
- e) Generating payment orders;
- f) Viewing and uploading proof of payments;
- g) Viewing collections;
- h) View balances;
- i) Adding, deleting, activating, inactivating logo
- j) Adding, deleting, activating, inactivating delivery addresses
- k) Viewing return parcels;
- l) Reporting module;
- m) Support module.

4.3.2. Features available for the Partner Retailers: In the MyEdenred section dedicated for the Partner Retailers within the Edenred Website, the Authorized Representatives of the Partner Retailers may access a set of features, such as:

- a) Transaction statistics and data analyses;
- b) Viewing and modifying data / contracts related to the Partner Retailer's profile;
- c) Adding, deleting, activating, inactivating points of sale;
- d) Viewing and exporting invoices / pro-forma invoices;
- e) Viewing payment orders
- f) Viewing return parcels;
- g) Viewing various reports (reimbursement differences, invoice history, previewing payments, balance confirmation, reimbursement slip)
- h) Viewing payment history and total balance
- i) Reporting module;
- j) Support module.

4.3.3. Features available for the Beneficiaries: In the MyEdenred section dedicated for the Beneficiaries within the Edenred Website and/or the Edenred App specific for the MyEdenred service, Beneficiaries may access and use a set of features, such as:

- a) Activating the card;
- b) Viewing the balance;
- c) Viewing the transaction history list;
- d) Temporary card blocking;
- e) Permanent card blocking in case of loss, theft, damage;
- f) Unlocking the card if the temporary blocking option was used;
- g) Adding new cards / removing registered cards;
- h) Reminding the PIN code;
- i) Finding out the expiry date of the loaded amounts;
- j) Viewing and modifying personal data.

4.4. Features related to the Spendeo platform

4.4.1. In the Spendeo dedicated section within the Edenred Website and/or Edenred App specific for the Spendeo Service, the Authorized Representatives of the Client and/or Beneficiaries may access and use a set of features, as they are specified in the special contractual conditions agreed upon by Edenred and the Clients.

5. General Conditions regarding the use of the Edenred Platform

5.1. Accessing and using the Edenred Services by any User represents its acceptance to comply with these T&C, which leads to the establishment of a contractual relationship between the User and Edenred.

5.2. Any Beneficiary or Authorized Representative may use the specific Edenred Services, as they are contracted

and offered by Edenred, only after going through the process of creating a User account and Authenticating in the Edenred Platform.

5.3. The Beneficiaries and the Authorized Representatives may access and use the functions of the Edenred Platform free of charge, except for the costs generated for and charged to the User for accessing the Edenred Platform (such as the costs related to the Internet provider's fees) and subject to any charges and fees applicable to Clients / Partner Retailers for accessing the features of the Edenred Platform, according to any special contractual conditions applicable between Edenred and the Clients / Partner Retailers, with regard to the respective Edenred Services.

5.4. By creating the account and using the Edenred Services through the Edenred Platform, the User (including the Client / Partner Retailer, represented by an Authorized Representative) declares and understands, expressly, that:

- a) All the information provided is complete, true and accurate;
- b) It is not entitled to hold more than one User account, except the case when Edenred allows otherwise;
- c) It is not entitled to modify, copy, distribute, send, display, publish, reproduce, award licenses, create derived products, transfer or sell any kind of information or services obtained from or through the Edenred Platform;
- d) It is fully liable for implementing and maintaining adequate internal security procedures for the securing devices, codes, passwords, and other methods of access control, including with regard to the communication channel used for connecting to the Edenred Services, available in the Edenred Platform, for the purpose of preventing unauthorized access to the system. THE USER TAKES THE FULL RESPONSIBILITY WITH REGARD TO THE MANAGEMENT OF THE USER ACCOUNT OPENED IN THE EDENRED PLATFORM, AND IN THIS RESPECT ANY OPERATION PERFORMED BY OTHER PERSONS ON ITS BEHALF AND FOR THE USER IN THE DEDICATED SECTIONS OF THE EDENRED PLATFORM, SHALL BE OPPOSABLE TO IT, AND EDENRED HAS NO OBLIGATION TO VERIFY THE IDENTITY AND THE LIMITS OF THE AUTHORIZATION OF THE PERSONS WHO PERFORM SUCH OPERATIONS ON BEHALF OF AND FOR THE USER;
- e) It undertakes not to perform (and not to allow the performance of) cracking or hacking activities or attacks of type "denial-of-service", and not to use (and not allow the use of) automated means, including scripts, applications of type robot, bot, spider, crawler and/or any computer applications / software that can deceit, or simulate certain activities or statuses in the Edenred Platform or, in any way exploit certain functions of vulnerabilities of the Edenred Platform;
- f) In the use of the Edenred Platform and any Edenred Services provided through the Edenred Platform, it shall comply with the applicable laws, including, but without limitation to the laws regarding value bills, respectively the legal provisions in force applicable to the use of e-money and payment services;
- g) Understands and agrees that the access to the Edenred Services offered through the Edenred Platform may be automatically blocked and/or suspended and/or forbidden, without any other formalities, and the Company shall not be compelled to pay compensations/damages, including, but without limitation to the following situations:
 - (i) If there are suspicions that a person, other than the User, is trying to access the User account;
 - (ii) In case of simultaneous use of the same Password by several persons;
 - (iii) The User does not apply the technical security measures of the User account;
 - (iv) The User spreads viruses, malware and/or other software damaging the IT systems;
 - (v) The User uses the Edenred Platform to copy its content, or the information regarding the Edenred Services offered through the Web Platform;
 - (vi) The User is involved in the automated analysis and/or reading of software, directories, data or content related to the Edenred Platform and/or Edenred Services;
 - (vii) The User creates, distributes, publishes or integrates external applications or another irrelevant content in the Edenred Platform;
 - (viii) The User performs an unlawful, fraudulent or manipulating activity, in any other manner, in the context of using the Edenred Services;
 - (ix) In any case of breaching these T&C;

- (x) In case of failure of the Client / Partner Retailer to comply with any of the contractual obligations established between it and Edenred, namely:
 - x.1) In case of Beneficiaries of value bills issued by Edenred, in case the Client breaches its contractual obligations regarding the value bills offered by Edenred;
 - x.2) In case of Beneficiaries of Edenred Services offered through the Spendeo platform, in case the Client breaches the contractual obligations regarding the services offered through the Spendeo platform;
 - x.3) In case of Authorized Representatives of the Clients, and respectively, of the Partner Retailers, in case the Clients, and respectively, the Partner Retailers, breach the contractual obligations regarding the services offered to them through the Edenred Platform.
- (xi) Also in case of termination, for any reason, of the agreement between Edenred and the Client or Partner Retailer, based on which the Beneficiaries / Authorized Representatives are granted access to the interfaces of the Edenred Platform requiring Authentication;
- h) It is responsible for updating the personal data provided by the User within the Edenred Platform. The Company shall not be held liable for any consequence of any damage resulted from the failure to perform an update or following the performance of such an update.

6. Special rules regarding the use of MyEdenred by the Beneficiaries

- 6.1. The Beneficiary can create his/her User account, using the data related to any value bill on electronic support / card containing e-money issued by Edenred, and if he/she benefits from several Edenred products (value bills on electronic support / cards containing e-money), the Beneficiary can enroll these products in the interface of his/her account in MyEdenred, by using the function "**Add a new card**".
- 6.2. The right to access MyEdenred granted to the Beneficiary based on these T&C is personal, non-exclusive and non-transferrable.
- 6.3. In principle, the MyEdenred service is available 24 / 7, except for the situations when the access is discontinued if maintenance/updating breaks are required, or in other situations that are not caused by Edenred's conduct.
- 6.4. By using MyEdenred within the Edenred Platform, the User consents that all the data and information stored on Edenred's information systems can be used by the latter as proof of the operations performed by the User in MyEdenred.

7. Special rules regarding the use of the Edenred Platform by the Clients and/or Partner Retailers through the dedicated User interface

- 7.1. By creating a User account in the Edenred Platform, the Client or the Partner Retailer can manage their documents connected to their relationship with Edenred, including the invoices issued by Edenred for the provided services, through electronic means, namely through the dedicated interfaces of the Edenred Platform, beginning from the moment when the User account is activated in the Edenred Platform.
- 7.2. The invoices related to the services provided by Edenred shall be sent through electronic means, namely the dedicated interfaces in the Edenred Platform, and the User can access and download the respective invoices from the corresponding section of the Edenred Platform. The User's invoices shall be uploaded in PDF format and shall be available in the Edenred Platform for the entire duration of the agreement.
- 7.3. In the context of the above information, the Client or the Partner Retailer accepts that the date of issue and submission of the invoice corresponding to the services provided by Edenred shall be the business day following the day when the invoice was uploaded in the Edenred Platform, and the User acting on behalf of the Client or Partner Retailer must regularly check the User account in order to download their invoices and pay them according to the agreements signed between Edenred and the Client or Partner Retailer, as applicable.
- 7.4. Edenred may, at its discretion, suspend or unilaterally terminate the submission of the invoice through electronic means, after a prior notification sent to the User, without entailing, in this respect, any cost for the User.

8. **Content published in the Edenred Platform by the Users**

- 8.1. Certain features of the Edenred Platform allow the Users to upload and generate a set of data (such as: invoices, expense deduction requests, approvals of expense deductions, etc. generated by Beneficiaries and the Authorized Representatives in the dedicated sections in Spendeo) (hereinafter referred to as "**Content published by the User**").
- 8.2. Applicable rules regarding the Content published by the Users:
- a) The User, and respectively each Beneficiary and Authorized Representative, is the sole responsible for the Content published by the User, and guarantees that it shall not breach the intellectual property rights or other rights of a third party.
 - b) It is forbidden to distribute, through the Edenred Platform, any Content published by the User which has a pornographic or offensive nature, describing any form of violence or cruelty, presenting weapons of any kind, which represents a breach of the law, or any other means by which the law may be violated; presenting consumption of drugs or other illegal substances, presenting alcohol consumption, promoting racism, sexism, homophobia, ethnical or social discrimination, which has an abusive, indecent, calumniating or obscene nature, or which can, in any other way, produce damage to a person and/or violating a person's right of image, or which is protected by copyright;
 - c) It is forbidden to distribute, through the Edenred Platform, any Content published by the User, which is affected by viruses or program codes, corrupted files or programs meant to interrupt, destroy, or limit the good functionality of a software, hardware, network, server or any other equipment.

9. **Promotions and specific facilities**

- 9.1. The Edenred Platform may include, from time to time, information about promotions, contests and other promotional campaigns intended for the Users. The conditions for the registration, participation, designation of the winners and taking possession of the prizes, shall be governed and detailed in the regulations or any other specific documentation available in the Edenred Platform, in the sections dedicated for those promotions, contests and campaigns.

10. **Industrial property rights**

- 10.1. The Edenred Platform and everything it contains, including without limitation to all the texts and images ("**Content**"), the software platform, as well as any other material used within the Edenred platform, are protected by the laws of copyright and auxiliary rights, and the property rights and/or auxiliary rights with regard to it, belong to the Company or to other companies which are its partners or affiliates, except the case when it is specified otherwise.
- 10.2. Any marks, signs, logos (hereinafter collectively referred to as "**Marks**") displayed in the Edenred Platform or in connection with the Edenred Services and/or products and/or services of Edenred's partners are Trademarks and/or non-registered marks belonging to the Company and/or other companies which are its partners or affiliates. None of the content or sections of the Edenred Platform and/or none of the references to the Edenred Services shall be construed as license or another right granted to the User to use a Mark or any of its derivatives.
- 10.3. The User is not entitled to copy, change, create derivative works, distribute, sell, publish or to rent any part of the Edenred Platform. The User is not entitled to rebuild or try to extract the source code corresponding to the software used for the Edenred Platform. Any potential reproduction, reediting, upload, notice, distribution or transmission or any other use of the Content / Marks in another way through other means, for commercial purposes or for other purposes is allowed only based on a written authorization given by Edenred in advance. The display of the Content on the Website cannot be considered, in any case, a transfer or assignment of authorization or right to use any of the above elements.
- 10.4. The Company offers the User a personal, global, free, non-transmissible and non-exclusive license, to use the Edenred Platform. The sole purpose of this license is to allow the User to access the Edenred Platform and/or Edenred Services, as they are provided by the Company, in compliance with the provisions of these T&C.

11. **Liability**

- 11.1. The Company does not assume any liability for any loss of data or information resulted from delays, unfulfilled orders or orders that do not reach the recipient, caused by events that are beyond the control of the Company or are generated by the conduct of third parties or by errors produced by the User. To the extent permitted by the law, Edenred does not assume any liability for any kind of loss, whether direct or indirect, resulted from, and in any way related to the use or the performance degree of the Edenred Platform. In this respect, the User agrees to exonerate from liability and not to pursue any actions against Edenred in court, with regard to any claims from a third party, resulted from the use of the Edenred Services or the Edenred communications network or the Edenred Platform, as well as regarding any loss (direct or indirect), costs, actions, trials, claims, damages, expenses (including court fees) or other liabilities, suffered in any way following the breach or ignorance of these T&C by the User.
- 11.2. To the extent permitted by the law, the liability for the good operation of the Edenred Platform, as well as for the availability of any Edenred Service is excluded. Particularly, the Company excludes any guarantee that:
- a) The Edenred Platform shall operate without interruptions or errors;
 - b) The flaws shall be remedied, that the Edenred Platform or the server(s) that makes it available does not contain any viruses and other harming components;
 - c) using or the results of using the Edenred Platform or that the materials provided as part of the Edenred Services provided are correct, accurate, offered in real time or sure in any other way.
- 11.3. The Company reserves its right to refuse or to eliminate images, texts or any other content posted in the Edenred Platform or sent through the means of distance communication.
- 11.4. The Beneficiary acknowledge that it is beyond the competence of Edenred or its providers to supervise the correct use of the value bills on electronic support / cards containing e-money or the features of the associated Website by the Beneficiary, and they cannot be considered liable for the dissensions that may arise between the Client and the Beneficiary with regard to such use.
- 11.5. Subject to the specifications of Section 13, Security, of these T&C, neither the Company nor its providers shall be considered liable for any kind of damage produced following a breach of the User's account security, including, but without limitation to the following situations: (i) if the Password and/or the Username are disclosed and/or accessed by unauthorized persons, (ii) the devices (computers, phones, smartphone) used by the User are lost, stolen, infected with viruses or other malware, or are accessed by any other person, (iii) the security of the e-mail associated to the User's account is compromised in any way.
- 11.6. Subject to any obligations regarding the security of transactions with value bills on electronic support / cards containing Edenred e-money, as provided in the special conditions applicable to these types of products, neither the Company nor its suppliers shall be considered liable for any kind of damage produced following an inadequate use or illegal use of the value bills on electronic support / cards containing Edenred e-money, including the case when they are used for operations performed without the prior authorization of the User, Beneficiary or Client.
- 11.7. Moreover, the Company shall not be liable for failed operations or for the lack of possibility to perform an operation due to how the IT devices used by the Users operate, by voltage drop, malfunctions of the communication networks and other technical issues related to the equipment / services provided by third parties directly to the Users and for which the Company and/or its partners are not responsible.

12. **Security**

- 12.1. Edenred has taken all the steps and makes all efforts to protect the Edenred Platform and the information submitted during its use or during the supply of the Edenred Services by electronic means. In this respect, Edenred has implemented an Information Security Policy containing the guidelines regarding the information security, the IT resources and the protection of the organization's data. This policy is applied to all the processes and activities that collect, save, process and transfer data or information, including to the Edenred Platform. The protection methods used, without any limitation to them, include secure access protocols, encryption, traffic scan equipment, vulnerability tests and pentest performed regularly. The Edenred Website uses the TLS 1.2 encryption on all the web pages where personal information is submitted, as well as for protecting

the submission of confidential content. A User can recognize an encrypted connection in the browser's address bar when it changes from "http: //" to "https: //" and the blocking pictogram is displayed in the browser's address bar. This protects the confidentiality of the personal information while they are sent through the Internet. You can find more details regarding information security in the **Privacy Policy**, available on Edenred's Website and in the Edenred Apps.

- 12.2. Even if we offer these technologies together with other measures for the protection of confidential information and we ensure the proper security, we do not guarantee that the information sent through the Internet is secured, or that these transmissions shall not be delayed, interrupted, intercepted or shall not present any errors, for reasons not related to Edenred. In this respect, Edenred cannot guarantee that the use of the Edenred Platform by the User shall be confidential. Any information that the User discloses in the Edenred Platform may not be safe during its transmission through the Internet. Third parties may intercept the transmissions that the User performs even when he/she uses the Edenred Platform. The causes that can lead to compromising information may be: using a browser that is unsafe or obsolete, using an unsafe network, using a technology or a system that is disused or infected with malware etc. Edenred cannot be considered liable for the loss of confidentiality, integrity or availability of the information for reasons that are beyond its responsibilities.

13. **Privacy policy**

- 13.1. The conditions regarding the personal data processing within the context of using the Edenred Platform are detailed in the **Privacy Policy** and the **Cookies Policy**, available on Edenred's Website and in the Edenred Apps.

14. **Provisions regarding the prevention and fight against money laundering and terrorist financing**

- 14.1. For the Edenred products/services containing/involving e-money, the legal provisions regarding the prevention and fight against money laundering and terrorist financing are applicable.
- 14.2. Please read the **Anti-money laundering and counter-terrorist financing Policy** (https://edenred.ro/sites/default/files/2019-02/20190201%20Politica%20AML%20Edenred.ro_.pdf) to learn about our know-your-customer and customer acceptance policy, the content of the standard and enhanced KYC measures, for each category of clients, classification of clients by risk level, method for identifying the clients' unusual (suspicious) operations and our reporting obligations.

15. **Termination on the User's initiative**

- 15.1. Subject to any contrary specific conditions provided in the special conditions applicable to the Client / Partner Retailer, the User is entitled to terminate the agreement established with the Company based on these T&C, at any moment, without any notification and regardless of the reason. The termination can be performed by deleting the User account, following the steps indicated in the Edenred Platform. If the User deletes his/her account, then he/she will not be entitled to request the Company to recover or rebuild the account's content.

16. **Changes and termination on the Company's initiative**

16.1. **Suspension and termination for reasons non-attributable to the User**

- 16.1.1. The Company may periodically change and improve the Edenred Platform and the Edenred Services provided through the Platform. The Company may add or eliminate features or functions of the Web Platform. Moreover, the Company may suspend or completely interrupt the operation of the App and/or the supply of any Service.
- 16.1.2. The User shall be notified by e-mail in advance, with regard to such suspension or permanent interruption.

16.2. **Termination for reasons attributable to the User**

- 16.2.1. The Company is entitled to terminate the agreement established with the User based on these T&C, without any additional formality, if the User fails to comply with the terms and conditions of these T&C and/or of any other regulations and contractual documentation applicable to the User, including the situations provided in Clause 5.4.g).

17. **Applicable law and Jurisdiction**

- 17.1. These T&C shall be governed and construed in compliance with the Romanian laws, and any dispute or litigations between the Company and the Users with regard to them shall be solved by the competent courts, according to the law.

18. **Final provisions**

- 18.1. THE COMPANY RESERVES ITS RIGHT TO UPDATE THESE T&C PERIODICALLY (E.G. TO COMPLY WITH THE CHANGES OCCURRED IN TERMS OF LAWS OR SERVICES PROVIDED BY THE COMPANY, BUT ALSO TO COMPLY WITH THE NEW FEATURES DEVELOPED BY THE COMPANY). THE UPDATED VERSIONS OF THE T&C SHALL BE AVAILABLE IN THE EDENRED PLATFORM. REFUSAL TO ACCEPT THE UPDATED T&C SHALL ENTAIL THE TERMINATION OF THE AGREEMENT ESTABLISHED WITH THE COMPANY, AND THE USERS SHALL NO LONGER BE ABLE TO USE THE EDENRED PLATFORM AND/OR THE RELATED SECTIONS AFFECTED BY THE CHANGE AND/OR THE EDENRED SERVICES AFFECTED BY THE UPDATE.
- 18.2. Users may not assign the rights and obligations of these T&C (or any part hereof) without the Company's written consent. The Company may assign the rights and obligations of these T&C.
- 18.3. If any terms or provisions of these T&C or of any document included or referred to in these T&C is considered, by a competent court, as being against the law, that term shall be eliminated from these T&C, and the remaining provisions of these T&C shall not be affected. Moreover, to the extent permitted by the law, the application of that provision to other persons or circumstances, other than the ones with regard to which it is invalid or inapplicable, shall not be affected by its voidance. Each provision in these T&C shall be valid and applicable to the extent permitted by the law.
- 18.4. In case of discrepancies between these T&C and the specific terms and conditions, the latter shall prevail.
- 18.5. These T&C regulate the relationship between the Company and the User. Except the case when otherwise provided expressly, these do not create any rights for third parties. None of the provisions in these T&C shall be construed as establishing a partnership, a mixed company, a principal-agent relationship or employee-employer relationship between the User and the Company. None of the parties shall have any rights, power or authority, whether express or implicit, to engage the other party.
- 18.6. No right shall be waived and no breach shall be admitted, unless that waiver or that consent is made in writing and signed by the party about which it is claimed to have waived its right or given its consent. No consent given by any of the parties with regard to a breach and no waiver with regard to a breach by the other party, expressly or implicitly, shall represent the consent with regard to, the waiver of, or acknowledgement of any breach or of any subsequent breach.

19. **Statement regarding the express acceptance of certain uncommon clauses**

- 19.1. **BY ACCEPTING THE TERMS AND CONDITIONS OF THESE T&C, THE USER EXPRESSLY DECLARES THAT HE/SHE HAS READ, UNDERSTOOD AND ACCEPTED THE CONTENT HEREOF, INCLUDING AND WITHOUT LIMITATION TO THE PROVISIONS OF: CLAUSE 5.4.g), CLAUSE 5.4.h), CLAUSE 11 (LIABILITY), CLAUSE 16 (CHANGES AND TERMINATION OF THE AGREEMENT ON THE COMPANY'S INITIATIVE), CLAUSE 18.1 (UPDATES OF THE T&C).**

20. **Contact**

- 20.1. For all aspects related to the operation of the Edenred Platform, the Company can be contacted by phone at 021 301 33 11, in writing at the following e-mail address edenred.romania@edenred.com, as well as, if applicable, in the dedicated Contact section.
- 20.2. The properly filed complaint must be submitted in compliance with the **Complaint (Procedure <https://edenred.ro/sites/default/files/2018-03/Procedura%20reclamatii.pdf>)**.
- 20.3. The Company may send general communications regarding the operation of the Edenred Platform and/or the Edenred Services, through the communication channels from the Edenred Platform or by e-mail, at the address associated to the User account.