

Kadoz Gift Cards used within a Limited Network Terms and Conditions of Use

1. The Kadoz Gift Card

- 1.1 These terms and conditions apply to any holder of this Kadoz Gift Card ('**the gift card**'). By purchasing and by using a gift card you are demonstrating your agreement to these terms and conditions.
- 1.2 The Gift Card is promoted by Loyaltek SA, Cantersteen 47, 1000 Brussels, Belgium and issued by Wirecard Card Solutions Limited authorised and regulated in the UK by the Financial Conduct Authority to issue e-money (Firm Reference Number: 900051) and your shopping center.
- 1.3 You will purchase the Gift Card in a stated currency.
- 1.4 Additional funds cannot be put onto the Gift Card after initial purchase, except in the case where a retailer refunds a transaction onto the Gift Card.
- 1.5 The Gift Card is not a regulated product and is therefore not subject to the Electronic Money Regulations, nor subject to the Payment Services Regulations.
- 1.6 These terms and conditions are available online at www.kadoz.be. You can request a copy of these terms and conditions at any point in their duration.

2. Purchase and load of the Gift Card

- 2.1 If the Gift Card is purchased in a shopping center, the maximum value that may be loaded onto the card without verified identification of the buyer is 250 EUR. Funds on the Gift Card will be available for use until 12 months after the card is loaded.
- 2.2 If the Gift Card is purchased over the Internet, the maximum value that may be loaded onto the card is 250 EUR. The Gift card will require activation. You can activate the card by calling the shopping center or by entering the number of your Gift Card and the activation code sent to you by e-mail. Funds on the Gift Card will be available for use until 12 months after the card is loaded.
- 2.3 To charge your Gift Card, you must use a credit or debit card issued by a regulated financial institution in Belgium or in the European Economic Area, and registered at the same address as the Gift Card.
- 2.4 When funds are loaded onto your card, the payment is made in the same currency as that of your card.
- 2.5 We can refuse the issuance or selling of the card, without any justification and without the buyer being able to claim a remedy for issuing such card.

3. Use of the card

- 3.1 A Gift Card may be used by the purchaser of the Gift Card or it may be given to another person as a gift. When giving the card to another person, the buyer must inform the receiver of the present terms and conditions of use.
- 3.2 The Gift Card is designed for use in shops and retail locations located in the shopping center, for transactions conducted in euros, and where you are physically present. To use the card, present it at the time of payment. Use it in full or part payment of your purchase in which case you will be required to pay the outstanding amount of the purchase by an alternative means, for example, cash or debit or credit card providing the retailer accepts a combination of payment methods.
 - 3.2.1 Additional funds cannot be added to the Gift Card after purchase.
 - 3.2.2 You must not make purchases that exceed the balance of funds available on the Gift Card. Your balance will be reduced by the amount of each purchase you make. If any purchase takes you over your available funds or the card limits in force the transaction may be declined.
- 3.3 The Gift Card is not a debit card supported by a bank account. You will not earn any interest on any funds loaded on to the card.
- 3.4 You must not use the Gift Card for:
 - 3.4.1 pre-authorised regular payments;
 - 3.4.2 transactions outside of the Limited Network;
 - 3.4.3 online transactions, even for online shops of the retailers in the shopping center.

- 3.4.4 transactions for cash including for example cash back, cash from a bank (even if the bank / the ATM is located in the shopping center), money orders, traveller's cheques, foreign exchange, or bureau de change, or
- 3.4.5 any illegal purposes.
- 3.5 Your card cannot be used in situations where it is not possible for the supplier to obtain online authorisation that you have sufficient balance for the transaction.
- 3.6 We may stop, suspend or restrict your card on reasonable grounds relating to:
 - 3.6.1 the security of your card, card number, and
 - 3.6.2 the suspected unauthorised or fraudulent use of your card. We will, if possible, inform you before stopping, suspending or restricting your card that we intend to do so and the reasons for doing this. If we are unable to do so then we will inform you immediately afterwards. The requirement to inform you does not apply where it would compromise reasonable security measures or it would be unlawful to do so
- 3.7 We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with the card.
- 3.8 We will not sell the Gift Card under these terms and conditions to anyone under the age of 13 years old.

4 Transactions

- 4.1 You agree that any use of your card, card number constitutes your authorisation and consent to a transaction.
- 4.2 We will be entitled to assume that a transaction was authorised by you where the magnetic stripe on the card was swiped by the retailer, where there is a signed sales slip, or where relevant information is supplied to the retailer that allows them to process the transaction.
- 4.3 You cannot stop a transaction after it has been transmitted to us by giving your consent to the transaction, or once you have given your consent to the supplier for a pre-authorised payment.
- 4.4 We may refuse a transaction. We may do this if the relevant phone or computer link is busy. We may also do this if:
 - 4.4.1 a transaction might take you over your available funds on the card; or
 - 4.4.2 We reasonably believe that we need to do so to keep to the rules of the payment system under which your card is issued, or
 - 4.4.3 We reasonably believe that there are needs to do so to comply with any law or as a matter of good practice
- 4.5 We may not operate a transaction due to force majeure or to technical problems, which may be due to us or the retailer.

5. Foreign currency transactions

The Gift Card can only be used for transactions, which are in the currency of the card.

6. Checking your balance

To check the available balance on your card or to review your transactions visit www.kadoz.be

7. Redemption

You are not entitled to any redemption of the card balance.

8. When your card expires

- 8.1 Your gift card and any money loaded onto the card will cease to be valid 12 months from the date the card is loaded this is referred to as the "expiry date". On that date, the card will cease to function and you will not be entitled to use the card as a means of payment.
- 8.2 The expiry date is available on the website www.kadoz.be You can also check the due date with your shopping center!
- 8.3 Once your card has expired any remaining funds are unable to be spent. You are not entitled to any redemption of the card balance.

9. Liability

- 9.1 Precautions must be taken to ensure the safety of the card:
- 9.1.1 do not allow anyone else to use your card;
 - 9.1.2 only release the card or card number to make (or try to make) a transaction, and
- 9.2 If your card is lost or stolen or, if you think your card, or card number may be misused, you must:
- 9.2.1 Go to www.kadoz.be or call your shopping center to block the card;
 - 9.2.2 if we ask, write to us within seven days to confirm the loss, theft or possible misuse (the address is Loyaltek SA, Cantersteen 47, 1000 Brussels, Belgium), and
 - 9.2.3 stop using the card, or card number immediately. If you find the card after you have reported it lost, stolen or misused, you must cut it up and tell us as soon as you can.
- 9.3 If your card, or any replacement card, is lost or stolen, once you have reported it you can request a replacement by asking to your shopping center. The shopping center may ask for the original purchase ticket, as well as extra information about the use of the card. We will charge a fee for the replacement card. This is set out in the Summary Box.
- 9.4 You may immediately warn us by going to www.kadoz.be or by calling your shopping center if your card is lost, stolen or destroyed. You will be liable for any use of your card done until you have warned us about it.
- 9.5 We will not be liable for:
- 9.5.1 any abnormal or unforeseeable circumstances outside our reasonable control (for example, a failure of computer systems which happens for reasons outside our reasonable control or any industrial action which happens for reasons outside our reasonable control) if this prevents us from providing its usual service;
 - 9.5.2 any person refusing to accept or honour (or delays in accepting or honouring) your card or card number, or
- 9.6 In case of errors or disputes about transactions, contact us through www.kadoz.be or call your shopping center.
- 9.7 If your card is malfunctioning, you can get a replacement one in the point of sale of the shopping center. Your remaining card balance will be transferred onto the new card.
- 9.8 Our liability in any case is limited to the disputed loaded balance.

10. Altering these terms and conditions

We may change any of these terms and conditions, including fees and charges, or introduce new terms without prior notification other than publishing on www.kadoz.be.

- 10.1 If we change these terms and conditions, the new terms and conditions will be available at www.kadoz.be from the date the change is proposed.
- 10.2 You will be deemed to have accepted any change to these terms and conditions unless you notify us of any objection within the mentioned date after the proposed change is publicly announced on the website.
- 10.3 Between receipt of the notice and the proposed date of change, if you notify us that you do not accept the change, this agreement will terminate immediately and if the card is not expired, you can redeem your total balance at that time without charge.

11. Cancellation rights

- 11.1 If you change your mind about having the card (and only if the card was bought through the Internet), you can cancel it within 14 days of the date it was purchased. You will not be charged for canceling the card during this period. We will refund any balance remaining on the card to you and any fees that you have paid.
- 11.2 We will reimburse you in the currency the same as that of your gift card.
- 11.3 Should you wish to cancel your Gift Card please return it to the Customer Services Desk at the Centre, unsigned and unused with your original sales receipt within 14 days of purchase and a full refund will be made
- 11.4 Only the person who has purchased the Gift Card will be able to request a refund, subject to proof of identity, production of the original receipt and the return of the Gift Card. Any refund will be made by returning funds to the source of the original Gift Card purchase, for example if the card was purchased using a credit card, funds will be returned to that credit card.

12. Ending this agreement

- 12.1 We may terminate this agreement at any time. Unless there are exceptional circumstances we will give you 2 month-prior-written notice on the website.
- 12.2 You can terminate this agreement by going to www.kadoz.be or calling your shopping center subject to conditions 11.

13. General

This agreement is governed by the law of Belgium. The legally valid version of this agreement is in English and all notices and information given under this agreement will be in English.

14. Complaints and how to contact us

If you would like to make a complaint, or contact us for any other reason connected to these terms and conditions please write to Loyaltek SA, Cantersteen 47, 1000 Brussels, Belgium.

15. SUMMARY BOX

This table summarises key product features and information and is not intended to replace the terms and conditions of the product. The fees' limits and restrictions that apply to each card and that you approve of, are set out below.

| Fees and limits | Currency |
|--|--|
| Fee to buy card | Free (but additional sales channel charge might apply) |
| Fee for loading card by credit or debit card | None (excepted mentioned otherwise) |
| Fee for loading the card by cash | None |
| Fee for any replacement card | 5 EUR |
| Card limits | |
| Maximum purse value | 250 EUR |
| Maximum value of point of sale transaction | 250 EUR |