Swave - General Terms & Conditions

1. Swave Services

Swave is a service offered by Digiteal SA ("Digiteal", see contact information below), via the Swave application (the "App") and the Swave Portal (the "Portal"). This Service gives users of the App (the "Users") the opportunity to save rewards on the App when purchasing products or services from merchants, cities or shopping malls in the Digiteal network (the "Clients") in the form of Cashback or Points. The User can exchange the earned Cashback value for money deposited by Digiteal in the User's bank account or can exchange the accumulated Points value for rewards with the Clients. A full description of the services ("Services") can be found in article 4 of these General Terms & Conditions.

2. Scope of Application – Contractual Documents

The purpose of these General Terms & Conditions is to set out the rights and obligations of Digiteal and the Client in relation to the Services and the use thereof.

These General Terms & Conditions are part of the agreement between Digiteal and the Client with regard to the Services (the "Agreement"), which comprises the following documents (in order of precedence):

1. These General Terms & Conditions
2. The Terms of Use
3. The Privacy Policy

The Agreement and the documents that are part thereof are the sole and exclusive terms and conditions applicable to the use of the Services.

The Client acknowledges and accepts that his own general terms and conditions (e.g. sale, delivery and invoice conditions) will not apply to this Agreement, even if they claim to apply solely and exclusively, unless otherwise agreed in writing. Digiteal reserves the right to change these General Terms & Conditions at any time with a prior notice to the Client. These changes will be notified to the Clients. Continuation to use the service after the notification will be considered as an approval of the revised Terms. The Client accepts the General Terms & Conditions from his or her registration on the Portal. The latest version of the General Terms & Conditions can always be consulted via the Swave website (www.swave.be).

3.   Invoicing & Payments

Digiteal will invoice the price of the Services to the Client each month, and shall send the invoice via e-mail, at the prices and conditions as described in the specific terms agreed between the Client and Digiteal. The invoices from Digiteal are payable no later than 15 (fifteen) calendar days after the invoice date. By way of derogation from this, the Client can opt for payment via SEPA direct debit. By accepting these General Terms & Conditions, the Client authorizes Digiteal to instruct their bank to debit the Client's account to collect Cashbacks for payment to the Client's customers through a SEPA Direct Debit Core mandate.

In the event of late payment of an invoice on the due date the Client shall be required to pay, after receiving a written notice, Digiteal's administrative costs (min10% of the unpaid amount, with a minimum of 50,00 EUR), as well as the interest rates that are determined as per the law of 2 August 2002 on combating late payment in commercial transactions. All additional judicial and extrajudicial costs as well as default interest, including reasonable costs for legal assistance, as a result of non-payment within the agreed periods, can be charged to the Client. Payment of outstanding balances by means of compensation with any debts of the Client against Digiteal's is not permitted.

4. Services & Description

4.1. General Services

4.1.1. Swave is mainly a reward platform for Users, being consumers, and Clients, being merchants, cities and shopping malls. Swave is a platform where Users are rewarded when they make purchases at the Clients' outlets according to the various methods that are explained in detail in these General Terms & Conditions and also communicated in a short but clear manner in the App and the Portal. Clients will also see anonymized data from Users who have used the Services to save money and / or earn Points for rewards from our Clients.

4.1.2. In order to provide these Services, Digiteal must also be an official service provider of Account Information Services (as defined below).

4.1.3. To use one or more of our Services, the User must download the App, have a registered and validated account, and have an active bank account linked to the App.

4.2. Account Information Services

A description of this service can be found in the Terms of Use.

4.3. Parking-as-a-Service

Swave can allow Users to save money on costs of parking a vehicle, if they have correctly followed the App's instructions as a User:

- They make a purchase in the physical store of a Client (B2B Client)
- They make a purchase related to parking costs the same day
- They pay for both transactions via a payment method that is linked to a bank account with a valid connection to the App.

Further description of this Service can be found in the Terms of Use.

This service requires the Client to pay a certain monetary amount to Users who have met the conditions to benefit from this Service. This monetary amount is displayed to Users as "Cashback". The pay-outs of these Cashbacks to the Users happen on a weekly basis through payment initiation, as explained in the Terms of Use.

4.4. Automated Loyalty

Swave can allow Users to earn loyalty Points when they follow the App instructions correctly;

1. They make a purchase in the physical store of a Client.
2. They pay for that transaction via a payment method that is linked to a bank account with a valid connection to the App.

Further description of this Service can be found in the Terms of Use.

The Client can cancel the Services by emailing support@swave.be. If the Client does this at least 5 (five) working days before the next calendar month starts, the Services will stop from the first calendar day of the month following the correct cancellation of the Services. If the Client does not do this at least 5 (five) working days before the next calendar month starts, the Services will only stop from the first calendar day of the second month following the cancellation of the Services. Upon termination of the Services by the Client, the Client is bound by the payment of Cashback to the User, which the User has built up with the Client via one or more Services of Digiteal, including, but not limited to, the Services 'Parking-as-a-Service'.

5. Price Revision

Digiteal has the right to adjust the price of the Services annually and shall communicate the adjusted prices at least 3 months in advance to the Client by e-mail. If the Client Service does not end the agreement following the price modification, Digiteal may invoice without further notice and the payment by the Client of such an invoice shall be deemed to become a definite and irrevocable acceptance of the price adjustment.

6. Term & Renewal

The Agreement starts on the date of its signature and is valid for an initial period of 3 months following the start date stated in the Agreement. The Agreement is tacitly renewed for successive extension periods of 3 months, unless one of the parties sends written notice of non-renewal per e-mail to the other party at least 1 month prior to the expiry of the ongoing period of time, in which case the Agreement ends at the end of the ongoing period. The Client is not entitled to prematurely terminate the Agreement and Digiteal will, if necessary, pursue the forced execution.

7. Termination

Digiteal has the right to terminate the Agreement with immediate effect and without prior notice of default, if 1) the Client remains in default of fulfilling its obligations under the Agreement within a period of 14 (fourteen) working days following a written notice; 2) the Client is declared bankrupt; 3) the Client 's company is declared dissolved; 4) the Client is involved in a settlement procedure.

8. Activity

The Client commits to offer the Service continuously during the opening hours of his / her business. In the event of an inactivity of the Services of more than 5 (five) opening days per calendar month, Digiteal has the right to terminate the Agreement, without prejudice to its right to compensation.

9. No Transfers

The Client is not entitled to transfer this Agreement, or one or more of his / her obligations under this Agreement, to a third party, unless with the prior written permission of Digiteal. In the event that the Client transfers his / her business and goodwill to a third party, the Client will ensure that the transferee of the business and goodwill also assumes the Client's rights and obligations under the Agreement, failing which the Client will remain bound by compliance of the Agreement.

10. Processing of Personal Data of the Client – Material of the Client

The Client declares to agree freely, expressly and unambiguously with the processing of his / her personal data by Digiteal in the manner described below and for the purposes described below. After approval of his or her registration by Digiteal on the Portal, the Client can enter data on the Portal (such as opening hours of the business, its trademark, location, etc.). These data are also visible to the Users. Digiteal will process the following personal data: identification data (name, address, telephone number, ...), electronic identification data (IP addresses, cookies, ...), personal characteristics (birthday, gender, ...), bank details (account number or payment method). These personal data are processed to enable the Services and improve the general operation, to take care of client

administration, to advertise and promote the Services and to conduct an investigation into complaints or fraud. These personal data will be stored by Digiteal, or on its behalf, in a central file that is stored on the servers of Digiteal. The processing of this personal data will continue for the duration of the Agreement and for a period of ten years following the end of the Agreement for the mandatory record-keeping of Digiteal as a Payment Institution. On simple request, and at no additional cost, the Client has the right to view, correct or have his / her personal data removed, as provided by the GDPR and taking into account the record-keeping obligations of Digiteal. Taking into account the state of the art, the implementation costs, the nature, the scope, the context and the processing purposes and the probability and seriousness of the possible risks, Digiteal, its possible representative and / or processor, will take appropriate technical and organizational measures to ensure that personal data is processed in such a way as to ensure its adequate security and to be protected against unauthorized or unlawful processing and against accidental loss, destruction or damage. Digiteal will report any breach of reporting obligation to the data subject and / or the supervisory authority within the prescribed periods and in the prescribed manner.

The Client interacts with Users via the Portal and the App. By contributing material and information to the Portal, the Client grants Digiteal the royalty-free, irrevocable, perpetual (for the duration of any rights pertaining to such material and information), non-exclusive right and license to use, reproduce, edit, publish, translate and distribute such material and information. Thereby, the Client gives Digiteal the right to show this material and information to the Users and the right to keep or reproduce this material to these ends.

11. Prohibited Activities

The Client undertakes not to engage in the following activities using the Services, nor the associated App and the Portal, which are prohibited:

1. knowingly supplying false information, defrauding or falsifying information;
2. use the App and Portal to engage Clients, entrepreneurs or other business partners, to become users or partners of other online or offline services, directly or indirectly competitive or potentially competitive with Digiteal, including, without limitation, pooled, current or previously offered deals;
3. using information from another Client or entrepreneur that does not belong to the Client, for any commercial purpose, including, but not limited to, marketing;
4. access, monitor or copy content or information from the App and Portal using a robot, spider, scraper or other automated means or manual processes for any purpose without Digiteal's express, prior and written permission;
5. violating the restrictions in headers that exclude robots on the App and the Portal or circumventing or circumventing other measures applied to prevent or limit access to the Portal and the App;

6. take any action that places excessive pressure on the Services, or that imposes an unreasonable or disproportionately large pressure on or possibly imposes on our servers, or any other part of our infrastructure (as determined at our discretion) that the App and the Portal supports;
7. merge any material or other information from the App and the Portal (through the use of links or other technical means or physical archives associated with purchases made through the App or the Portal) with material from other sites or on a secondary site without Digiteal's express, prior and written permission;
8. deep linking to any part of the App or Portal (including, without limitation, the purchase route for any voucher) without Digiteal's express, prior and written permission;
9. take illegal or malicious action against the business interests or reputation of Digiteal, our other entrepreneurs or our services;
10. link to the App or Portal any other website without Digiteal's prior and written permission;
11. attempt or act to view unauthorized data. Unauthorized data means viewing data that is not intended for you;
12. attempt to test the security or configuration of the Services, crack security or authentication measures without the proper authorization of Digiteal;
13. attack or prevent the proper functioning of any part, page or area of the App, Portal or other functions or Services provided by Digiteal;
14. attempting to disrupt our Services to the User in any way, including, without limitation, by infecting our Services with a virus, or attempting "overloading", "flooding", spam, "mail bombing or crashing the App or Portal;
15. use the App, Portal or any content to advertise or recruit for other, commercial, political or religious purposes, or to compete with Digiteal, directly or indirectly, without Digiteal's prior written consent;
16. resell or otherwise reuse the access to the App or Portal;
17. pass on information obtained through the App or the Portal if you have not received prior and written permission from Digiteal.

12. Intellectual property rights

Digiteal's subcontractor Promcom BV is and remains the owner and holder of all intellectual property rights relating to the Services. The Portal and the App contain copyrighted material, trademarks and other confidential information. This information includes, but is not limited to, text, software, photos, video, images, music, and sound. Promcom BV also owns the copyright in, among other things, the selection, coordination, appointment and extension of this content, as well as the original content.

The Client will refrain from any infringement of these rights. The Client shall also not change, annotate and / or add elements to any point-of-sales materials, such as a sticker, delivered by Digiteal. Digiteal is entitled to claim a fixed compensation of EUR 20.00 per infringement and per day that the infringement continues

following a written notice of default, without prejudice to Digiteal's right to claim compensation for its actual damage , and also reserves the right to terminate the Agreement free of charge and immediately with the Client or other Users who infringe the copyrights.

13. Liability

Digiteal is only liable for foreseeable damage incurred by the Client that is the immediate and direct result of Digiteal's failure to comply with one or more of its obligations under the Agreement, which is attributable to Digiteal. However, Digiteal's total liability to the Client is always limited to an amount of EUR 500.00, except in case of intentional or gross negligence. In no event will Digiteal be liable for any loss of sales, contracts, current or anticipated profits or savings, opportunities, patronage, reputation, loss of data, damage to data, falsification of data, or any other, indirect or direct, business loss. Nothing in this Agreement shall exclude or limit Digiteal's liability for any liability that cannot be excluded or limited under applicable law.

Additionally, the Client acknowledges that the use of the App and the Portal is at its own risk. Digiteal makes no warranty of any kind with respect to results achieved through the use of Digiteal's Services nor as to the accuracy, completeness, reliability or content of any information available on the App and Portal. Client agrees to defend and indemnify Digiteal (including its directors, officers, employees and representatives) against all claims and expenses, including attorneys' fees, arising out of or in connection with the Client's use of products and services offered by Digiteal in connection with the App and the Portal, your statements, or use of the App and the Portal that violates these Terms of Use.

14. Force Majeure

A party is not liable for non-compliance with one or more of its obligations under this Agreement in the event that such non-compliance is caused by force majeure events beyond its reasonable control. The Party affected by a force majeure event will inform the other party immediately, and at the latest within a period of 3 (three) working days after becoming aware of the force majeure event, of the expected duration of such event. This party will use reasonable endeavors to minimize any damage resulting from failure to comply with its obligations. The period for the execution of the relevant obligation(s) of this party will be extended by duration of force majeure event, plus a reasonable reorganization period. For Digiteal, the following events are considered, among other things, as force majeure events: failure of server, network and / or electricity, fraud or fraud by a third party, government intervention.

15.   Modifications of Services

Digiteal reserves the right to adjust the Services at any time and without prior notice (including design, operation, functionalities, ...). The Client shall apply at first request the instructions from Digiteal to make or install any changes and / or updates from / to the Service.

16.   Loyalty Programs

During the term of the Agreement and up to one year after the end of the Agreement, the Client agrees not to use similar loyalty programs or programs through which consumers get (a part of) their parking costs paid by the Client, in Belgium.

17.   Compliance with Laws

The Client will comply with all regulations applicable to the Client in the exercise of its professional activity. The Client will also assess whether he / she can rely on the Services without violating the regulations applicable to the Client. The Client accepts that the consequences of any infringement with regard to this provision are exclusively for the account of the Client and will fully indemnify Digiteal for any damage it might suffer as a result of such infringement.

18.   Changes to General Terms & Conditions

There are times when we need to change the content of these General Terms & Conditions. We can correct typos, sometimes we add things or change some conditions. Our App is constantly evolving and regularly updated, which means that sometimes we also need to change these General Terms & Conditions. Legislation also changes from time to time and we sometimes need to adjust our General Terms & Conditions accordingly.

If we add or change important Points, we will let you know.

Do you not agree with our new General Terms & Conditions? That would be a shame, but there is nothing we can do but keep our General Terms & Conditions as current as possible. All you can do is to stop using our Services and let us know.

19. Miscellaneous provisions

If possible, the provisions of the Agreement (and any documents that are part thereof) will be interpreted in such a manner as to be valid and enforceable under applicable law. In the event that any provision is found to be invalid or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted, and the invalid or unenforceable portion shall be deemed to be severed from the remaining provisions of the Agreement, without affecting the validity and enforceability of the remaining provisions.

Belgian law applies to the Agreement. All disputes, which are directly or indirectly related to the Agreement, will be settled as per the Terms of Use.

Contact information

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