

## 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.*

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### 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;

**Assets** mean, in particular, Bitcoin, the S&P 500 Index, or gold, to which the Customer may link the value of the WEXO Cashback points they have earned at their discretion;

**The 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;

**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 to be 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;

**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 7. of Article VIII. of these GTC to the Customer;

**Indirect Cashback Affiliate** means Cashback to which the Customer is entitled in accordance with Article XI. 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 to 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;

**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;

**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;

**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;

**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;

**Website** means the website [www.wexopay.com](http://www.wexopay.com);

**WPOS** means WEXO Point of Sales, i.e. one of the digital services available in the Application WEXO Cashback. WPOS, as a digital terminal, technically enables the Partner to accept payments from its Customers for Goods, scan Customers' QR codes, and one of its functionalities is Cashback Scanner;

**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;

**The 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**

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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;
  - 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, the subject of which is specified in the following Article.
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, 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**

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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 conversion of the value of WEXO Cashback points in EUR to the value of one of the Assets according to the Customer's current selection and to keep proper

records of the value of the Assets as well as the current number of WEXO Cashback points of the Customer;

- 1.6. the Company's obligation to ensure the payment of Cashback for Customer and/or Cashback Affiliate to Customers in accordance with these GTC;
  - 1.7. 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;
  - 1.8. 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;
  - 1.9. 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. Any services within the meaning of these GTC are provided to the Customer free of charge.

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

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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.
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 8. 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**

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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. ensure the change of the Asset to which the WEXO Cashback points of a specific Customer are linked, according to their choice;
- 2.18. 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](mailto: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**

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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**

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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**

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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**

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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**

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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**

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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 and Indirect Cashback Affiliate.
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. The Customer is entitled to Indirect Cashback Affiliate if:
  - 4.1. this Customer has registered another Customer in the Application WEXO Cashback using their unique Affiliate code;
  - 4.2. the Customer registered under clause 4.1 above has registered another Customer to the Application WEXO Cashback using their unique Affiliate code; and
  - 4.3. the Customer registered under clause 4.2. above has made a payment for the Partner's Goods, Online Partner's Goods and/or Gift Cards.

Indirect Cashback Affiliate represents an amount equal to 1/3 of the Rabat Affiliate. Indirect Cashback Affiliate is a reward for the Customer for registering another Customer to the Application WEXO Cashback.
5. Direct Cashback Affiliate and Indirect 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.

6. 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**

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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 REDEEM WEXO CASHBACK POINTS**

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1. The Customer has the option to redeem their WEXO Cashback points within the User Interface of the Application WEXO Cashback.
2. The value of WEXO Cashback points corresponds to the value of Cashback for Customer and/or Cashback Affiliate earned by the relevant Customer, expressed in EUR. However, within the Application WEXO Cashback, the Customer has the option to choose from Assets to which WEXO Cashback points can be linked. The Customer can only choose one of the available Assets to link their WEXO Cashback points to.
3. If the Customer voluntarily decides at any time to link WEXO Cashback points to the value of one of the Assets, they shall do so by making a selection within the technical capabilities of the Application WEXO Cashback.
4. From the moment the Customer makes a selection in accordance with the previous clause, the value of WEXO Cashback points is linked to the value of the Asset selected by the Customer. The value of the Asset is determined in real time using publicly available information.
5. The value of all WEXO Cashback points is linked to the value of the Asset selected by the Customer from the moment they are credited to the Customer's WEXO Wallet available in the Application WEXO Cashback or from the moment the selection of the Asset is made, to the value of which the Customer wishes to link the value of WEXO Cashback points, whichever occurs first.
6. A Customer who has linked the value of any of the Assets to WEXO Cashback points assumes all risks associated with a possible decrease in the value of WEXO Cashback points. By expressing their consent to these GTC, the Customer agrees and declares that they are aware of the possibility of losing the value of WEXO Cashback points in the event of a decrease in the value of the Asset to which they have linked WEXO Cashback points.

7. The Customer is entitled to change the Asset to which the value of WEXO Cashback points is linked at any time. The value of WEXO Cashback points will be linked to the value of the new Asset at the moment of selection of the Asset to which the Customer wishes to link the value of WEXO Cashback points. However, the Customer will always see the current value of WEXO Cashback points in EUR (i.e. even after linking WEXO Cashback points to any Asset).
8. If the Customer wishes to terminate the linking of the value of WEXO Cashback points to the value of any of the Assets, they may do so by selecting the EUR currency in the Application WEXO Cashback.
9. If the Customer does not link the value of WEXO Cashback points to the value of any Asset in accordance with this Article of the GTC, WEXO Cashback points will remain in EUR.
10. The Company reserves the right to change the Assets to which WEXO Cashback points can be linked at any time.

#### **XIV. CASHBACK PAYMENT**

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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**

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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**

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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 15. of this Article and the general requirements under clause 16. 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

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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**

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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. DELIVERY AND CHANGES TO THE CASHBACK SYSTEM AND OTHER DIGITAL SERVICES**

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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, 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. For the avoidance of doubt, the Company states that the Cashback system is 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. 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 and the Cashback system, 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, 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. a change in the Asset to which WEXO Cashback points can be linked;
  - 12.5. 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);
  - 12.6. 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 XVI. 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**

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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.

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.
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. TERM OF THE AGREEMENT**

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1. The contractual relationship established by these GTC is concluded for an indefinite period.
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.
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. In the event of termination of the contractual relationship established by these GTC, the Customer is not obliged to return the Cashback 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).

## **XXII. WITHDRAWAL FROM THE AGREEMENT UNDER THE CONSUMER PROTECTION ACT**

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1. The customer has the right to withdraw from a distance agreement:
  - 1.1. in the case of a agreement for the provision of services, including digital services, which are these GTC, within 14 days from the date of expressing consent to these GTC;
  - 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:
  - 11.1. 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);
  - 11.2. 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
  - 11.3. 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. However, for the avoidance of doubt, the Company states that any services in accordance with these GTC are provided to the Customer free of charge.
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 11.1. 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.
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 14. 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 14. 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. 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.

### **XXIII. ALTERNATIVE DISPUTE RESOLUTION**

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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/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>. The customer has the right to choose which of the above entities to agree to. 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](mailto:ars@soi.sk), [adr@soi.sk](mailto:adr@soi.sk).
5. The Customer also has the right to initiate out-of-court dispute resolution online via the ODR platform available at <https://ec.europa.eu/consumers/odr>. The European Consumer Centre in the Slovak Republic is the contact point pursuant to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of May 21, 2013 on online dispute resolution for consumer disputes, amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes), available at <https://esc-sr.sk/>.

#### **XXIV. SPECIAL PROVISIONS APPLICABLE TO ENTREPRENEURS**

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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 16. and 17. 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., clauses 2. and 4. of these GTC;
  - 1.6. Article XXII. of these GTC;
  - 1.7. Article XXIII. of these GTC;
  - 1.8. Annex No. 1 and Annex No. 2 to these GTC;
  - 1.9. 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.

#### **XXV. INFORMATION PURSUANT TO ARTICLE 14 OF THE DIGITAL SERVICES ACT**

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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.

## **XXVI. CHANGES TO THE GTC**

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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.

## **XXVII.FINAL PROVISIONS**

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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 shall enter into force on the date of their acceptance by the Company and shall become effective on October 6, 2025.

**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.

## **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 these GTC, within 14 days from the date of expressing your consent to these GTC;
- 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.

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**

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. Given that all services, including digital services within the meaning of these GTC, are provided to you free of charge, you are not obliged to pay us anything.

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](http://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.

### 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.