

## GENERAL TERMS AND CONDITIONS – SALE

### **1. SUBJECT**

- 1.1. These general terms and conditions (hereinafter "**GTC**") govern the conditions under which (i) Amilon provides the Customer with the Gift Card following an Order placed using the form available at the following link: <https://orders.amilon.eu/> (hereinafter "**Form**") and (ii) the Customer makes them available to third parties. The present GTC also govern the Customer's request of supplementing the plafond (i.e. the amount that the Customer pays to Amilon in advance to facilitate the payment process; hereinafter "**Plafond**"), as further described in art. 3 below.
- 1.2. If there is already an agreement in force between the Parties aimed at governing the provision of Gift Cards, including the methods of payment (and therefore the Plafond, if any), these GTC shall not apply and such agreement will continue to govern the relationship between the Parties.
- 1.3. The offer of Gift Cards available for purchase via the Form is not binding to Amilon and does not constitute a public offer but rather an invitation to the Customer to place an order with Amilon.

### **2. DEFINITIONS**

- 2.1. The following terms, in addition to those set out below in these GTC, when used with a capital letter, shall have the following meanings, it being understood that singular terms include the plural and vice versa:
  - a) "**Amilon**": Amilon S.r.l., Tax ID and VAT number registered in the Milan Companies Register under no. 05921090964, REA n. MI-1858746 with registered office in via Natale Battaglia 12, 20127 - Milan, tel. +39 0236559650, PEC [amministrazione@pec.amilon.it](mailto:amministrazione@pec.amilon.it), e-mail: [finance@amilon.eu](mailto:finance@amilon.eu);
  - b) "**Beneficiary**": individual to whom the Gift Card is intended to be given, e.g. employee/collaborator to whom the Customer makes the Gift Card available as part of a corporate welfare or incentive plan;
  - c) "**Customer**": the entity purchasing Gift Cards to be used as part of its corporate welfare or incentive plans;
  - d) "**Customer Code**": an identification code of the Customer provided by Amilon in connection with a previous purchase of Gift Cards. It is linked to the Customer's information, including purchase information (e.g. the Gift Card catalogue agreed with Amilon);
  - e) "**Gift Card**": document issued by persons offering goods / services to the public ("**Merchant**") which incorporates the holder's right to obtain goods or services from the Merchant (or from affiliated parties or franchisees belonging to the Merchant's network) within the limit of the nominal value indicated on the document itself and at the conditions of use set out therein, and the corresponding obligation of the Merchant (or the subjects pointed out above) to accept it instead of money for the purchase of such goods or services at their points of sales;
  - f) "**Order**": request sent by the Customer to Amilon through the Form for the purchase of a specific quantity and type of Gift Cards, governed by these GTC, which represents an irrevocable purchase proposal;
  - g) "**Parties**": Amilon and Customer jointly.

### **3. PURCHASING METHODS OF GIFT CARD AND PLAFOND TOP-UP**

- 3.1. In order to purchase Gift Cards or to request a top-up of the Plafond, the Customer shall complete all sections of the Form, in particular:
  - 1) indicate whether it is a current customer of Amilon (if it has ever done business with Amilon in the past);
    - 1a) if the Customer is already an Amilon customer, enter the Customer Code. If the Customer doesn't know its Customer Code, it can request it by using the appropriate function in the Form;
    - 1b) if the Customer has not previously entered into specific agreements with Amilon, complete the "Company details" section of the Form;
  - 2) fill in the "Order information" section of the Form;
  - 3) proceed with the Order or with the request to top-up the Plafond;
    - 3a) if the Customer intends to purchase Gift Cards, fill in the "Order request detail" section of the Form, specifying the method of delivery of the codes as well as the brand, country, quantity and price of the Gift Cards;
    - 3b) if the Customer with a Customer Code has selected the "Top-up request" option, complete the "Top-up request detail" section;

4) tick the flag in order to declare that it has read and accepted GTC, the flag indicating that it has accepted unfair terms referred to in articles 1341 and 1342 of the Civil Code, as well as the flag related to the declaration of the assumption of obligations under the contract as authorized subject;

5) click on the confirmation button to send the Order or the request to top-up the Plafond.

- 3.2. Following the placement of the Order or the request for a Plafond top-up, Amilon, if it intends to accept the Order or a request for a Plafond top-up, will send the Customer, within 2 (two) days, the invoice to the e-mail address specified in the Form.

#### **4. AMILON'S OBLIGATIONS**

- 4.1. Amilon undertakes to process the Order by providing the Customer with the requested Gift Cards, as soon as payment of the invoice has been received, by sending - within 2 (two) working days from the date of receipt of the payment - to the Customer or to the Beneficiaries, at the address/e-mail (or other contact agreed between the Parties, e.g. SMS) provided when filling in the Form, a communication containing the list of the link (hereinafter, "**GC Codes**") including instructions that will allow Beneficiaries to download their respective Gift Cards through the dedicated Amilon portal (hereinafter, "**Portal**").
- 4.2. If the Parties agree to pay through the Plafond, Amilon will (i) send the communication with the GC Codes and related instructions as referred to in art. 4.1 upon receipt of the Order and in any case within 2 (two) working days after the receipt of the Order, as long as the Plafond is sufficient, and (ii) issue an invoice for the amount due for the Order and a credit note to offset this invoice and to reduce the Plafond by the same amount. If the Customer has made a request to top-up the Plafond, Amilon will process it as soon as it receives payment of the invoice. It is understood that where requested by the Customer, Amilon shall return the remaining amount of the Plafond and at the same time issue the corresponding credit note, prior to Amilon's verification that there are no outstanding amounts which would be deducted from the Plafond before the return.
- 4.3. Amilon shall allow the Beneficiaries to download the Gift Card from the Portal, providing them with the necessary assistance, without prejudice to the provisions of art. 6.4.
- 4.4. Amilon provide the Customer with its support service in order to answer its requests relating to the Order and/or to the top-up the Plafond, as indicated in the Form or through the following contact point: <https://amilon.eu/contact-us>.
- 4.5. Amilon reserves the right not to perform its services if the Customer fails to fulfill its in whole or in part within the terms and in the manner provided for in the GTC.

#### **5. CUSTOMER'S OBLIGATIONS, WARRANTIES AND ACKNOWLEDGEMENTS**

- 5.1 The Customer undertakes to pay the amount of the Gift Cards referred to in the relevant the Order, consisting of the total nominal value of such Gift Cards, net of any discounts agreed upon between the Parties, or the amount to top-up the requested Plafond. It is understood that the communication referred to in articles 4.1 and 4.2 will not be sent until payment has been received. If the amount due is not paid, Amilon reserves the right to cancel the transmitted GC Codes and prevent the download of the relevant Gift Cards from the Portal, without prejudice to the application of the interests for late payments provided for by Legislative Decree 231/2002.
- 5.2 The Customer agrees to use Amilon's services in accordance with the GTC and all applicable laws and regulations, including those related to the nature of the initiative for which the Customer intends to use the Gift Cards, such as corporate welfare. The Customer is solely responsible for ensuring the adequacy of the initiative with respect to applicable regulations.
- 5.3 The Customer guarantees that:
- a) the Gift Cards (and therefore the GC Codes) will be used only to provide them to Beneficiaries within company welfare or incentive plans, as distributed by Amilon, without any modifications. It is strictly forbidden to use them for other purposes, such as, but not limited to, resale activities (even to consumers) or the realization of prize competitions or other promotional initiatives (e.g. cash-back or loyalty programs) and/or with public visibility. Any other possible use of the Gift Cards must be subject to Amilon's authorisation;
  - b) Beneficiaries will use the GC Codes solely for downloading the Gift Card from the Portal and refrain from any other use, such as resale. They must also keep the GC Codes with due care and diligence,
- indemnifying Amilon against any detrimental consequences arising from a breach of this paragraph, including any claims by the Merchants or the Beneficiaries themselves.
- 5.4 The Customer agrees to inform the Beneficiaries of the general terms and condition for using the Gift Card, as set forth by the Merchant and provided by Amilon, without prejudice with art. 6.1.

- 5.5 The Customer confirms that the information provided in the Form is accurate and warrants that its entitled to assume the obligations under these GTC, either as the legal representative of the company or a person duly authorized for this purpose, assuming all the consequent liability.
- 5.6 The Customer acknowledges that Amilon cannot be held liable for the theft, loss or misuse of GC Codes by the Customer or the Beneficiaries from the moment of receipt of the communication sent in accordance with art. 4.1 and 4.2 and that, consequently, Amilon will not provide replacement of the GC Codes/Gift Cards or refund any amount. Furthermore, the Customer agrees to indemnify and hold Amilon harmless from and against any and all charges, costs and/or damages incurred by Amilon as a result of improper storage or handling of the GC Codes/Gift Cards.
- 5.7 The Customer acknowledges that Amilon may cancel GC Codes/Gift Cards if it deems it strictly necessary (e.g. due to potential fraud or anomalies in the distribution process), without the Customer having any recourse against Amilon and/or the Merchant for any reason whatsoever, it being understood that the Customer will be provided with GC Codes/Gift Cards replacement or reimbursed for the value thereof.
- 5.8 The Customer acknowledges and accepts that Amilon's performance depends on the Merchant's ability to supply the Gift Cards and also that in the event that Amilon is unable to supply the full quantity of Gift Cards requested, Amilon will notify the Customer, who may agree on possible alternative solutions, such as reducing the quantity ordered to the quantity available and/or supplying Gift Cards from other Merchants.
- 5.9 The Customer also acknowledges that the GC Code has an expiry date specified on it, after which the Beneficiary will no longer be able to download the relevant Gift Card from the Portal.

## **6. AMILON'S LIABILITY FOR GIFT CARDS AND LIMITATIONS OF LIABILITY**

- 6.1 The Customer acknowledges that the relevant Merchants determine the characteristics of the Gift Card and the related conditions of use. Amilon merely provides this information to the Customers based on its agreements with the Merchants. The Merchants themselves assume the consequent responsibilities in this respect. Considering that the Gift Card is an entitlement to obtain a service rendered by the Merchant that issues it, Amilon cannot be held liable for any discrepancies or non-compliance with the aforementioned characteristics and/or conditions of use.
- 6.2 The Customer acknowledges also that – again taking into consideration the nature of the Gift Card, as a document which entitles the holder to obtain services from third-party, i.e the relevant Merchants – Amilon is released from any obligation towards the Customer upon delivery of the Gift Card to the Beneficiary (once downloaded from the Portal), as from that moment Amilon cannot be held responsible for facts attributable exclusively to the Merchant, such as, but not limited to, the inability to spend the Gift Card due to blocking of the systems used in the Merchant's shops (e.g. data breach or malfunction), bankruptcy or cessation of Merchant's business or for the sale of non-compliant products/services, as well as for the management of cancellation/refund requests/withdrawal of the Gift Card.
- 6.3 Without prejudice to the mandatory provisions of the law, the Customer acknowledges and accepts that (i) Amilon's maximum liability for damages arising from the contractual relationship governed by these GTC shall not exceed the amount paid by the Customer and (ii) it is excluded the compensation of consequential or indirect damages (including, but not limited to, loss of profits, business interruption, loss of earnings or loss of business opportunities and non-pecuniary damages) suffered by the Customer.

## **7. PERSONAL DATA PROTECTION**

- 7.1 The Parties undertake to comply with the requirements of the law in force regarding personal data protection, including the Regulation (EU) 2016/679 (“GDPR”) and the Legislative Decree 196/2003.
- 7.2 Each Party acknowledge that personal data belonging to their employees/collaborators involved in the execution of the contractual relationship regulated by the GTC (ex. names, business e-mail address, professional qualification, etc.) shall be processed by the other Party as controller pursuant to article 4, n. 7 of the GDPR exclusively for such execution in accordance with the law mentioned in the previous paragraph and with the privacy notice given by both pursuant to articles 13 and 14 of the GDPR (Amilon's privacy notice is published in the form).
- 7.3 The Parties acknowledge that:
- Amilon may process the personal data of the Beneficiaries on behalf of the Customer (Data Controller or Data Processor) in order to send the Gift Card to the Beneficiaries by e-mail (or by any other contact method agreed between the Parties, e.g. SMS) and therefore as processor or sub-processor; in this case, Appendix 1 shall apply (which contains the appropriate agreement pursuant to article 28 of the GDPR);
  - Amilon will act as data controller with regards to the processing of the personal data of the Beneficiaries who download the Gift Card via the Portal.

**8. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

8.1 The Customer acknowledges and accepts that:

- all intellectual and industrial property rights relating logos, trademarks and any distinctive sign and material relating to the Gift Cards are owned by the respective Merchant (hereinafter, "**Material**");
- any use of the Material it is forbidden in any way that is not authorized under these GTC, including any use that violates article 5.3 lett. a) above, or in any case where it is detrimental to the relevant Merchant;
- Amilon's failure to exercise its right to act, or any form of acquiescence on its part regarding any conduct contrary to this article, as well as intellectual and industrial property law, does not constitute a waiver of Amilon's right to act to protect the position of Amilon itself and/or Merchants.

**9. APPLICABLE LAW AND PLACE OF JURISDICTION**

9.1 The contract is governed by and shall be interpreted according to the Italian law.

9.2 Any dispute relating to the contract between the Parties is subject to the exclusive jurisdiction of the Court of Milan.

**Appendix 1**  
**Data protection Agreement ex art. 28 GDPR**

The Parties acknowledge that the provisioning of the service involves the processing of personal data of the Beneficiaries who purchase Gift Card, requesting them to be sent by email (i.e. first and last name and email address; hereinafter "**Personal Data**") by Amilon on behalf of the Customer as a data processor pursuant to article 4 n. 8 of the GDPR.

Therefore, by means of this Appendix, the Parties regulate the processing of Personal Data by Amilon as a data processor pursuant to article 28 of the GDPR.

Specifically, Amilon:

- is required to process Personal Data only and exclusively for the purpose of executing the Contract, in compliance with the provisions of the GDPR and this Appendix as well as any other written instructions provided to it by the Customer;
- shall implement the technical and organizational measures available at the following link <https://www.amilon.eu/security-measures-it>, deemed by the Parties suitable to guarantee the security of Personal Data, in accordance with article 32 of the GDPR, including protection against security breaches leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise processed by Amilon (hereinafter, "**Data Breach**");
- undertakes to inform, without undue delay and in any case within 48 hours from the moment in which it became aware of it, the Customer of each Data Breach, by sending a communication in the manner provided for in the contract, and, taking into account the nature of the processing and the information available to Amilon, to provide the necessary collaboration to the Customer in relation to the fulfillment of the obligations imposed on the latter of notification to the supervisory authority pursuant to article 33 or communication to the data subject pursuant to article 34 of the GDPR;
- undertakes, if the Customer is required to carry out the data protection impact assessment pursuant to article 35 of the GDPR, taking into account the nature of the processing and the information available to it, to provide the Customer with any useful element for carrying out the same, as well as any collaboration in any prior consultation with the supervisory authority;
- guarantees that access to Personal Data will be limited exclusively to its employees and collaborators whose access to Personal Data is necessary for the provision of the service, and that such employees and collaborators have committed themselves to confidentiality on all information acquired in the performance of their activities;
- undertakes to assist the Customer with appropriate technical and organizational measures, to the extent that this is possible, in fulfillment of the obligations imposed on the latter to follow up on any requests from the data subjects referred to in Chapter III of the GDPR and to provide it with any information and/or useful document, in any case, promptly transmitting to the Customer any data subjects' requests received;
- is required to make available to the Customer all the information necessary to demonstrate compliance with the obligations set by the GDPR and by the provisions of this Appendix, allowing the Customer to exercise its right of audit, giving all reasonable collaboration to the activities carried out for this purpose by the Customer itself or by another person appointed by the same. It is understood that the audit activities must be carried out in such a way as not to interfere with the normal course of Amilon's activities and providing reasonable notice, as they cannot, in any case, be started before 7 days from the company's request to carry out such audit activities;
- will immediately inform the Customer if, in its opinion, an instruction of the latter violates the Data Protection Act or if it is subject to legal obligations that make it illegal or impossible to act according to said instructions;
- may recourse to other data processors (hereinafter, "**Sub-Processors**"), imposing on them the same data protection obligations as Amilon is subject to under this Appendix. It is understood that Amilon shall remain directly liable to the Customer for the actions and omissions of its Sub-processors. It is also understood that Amilon may transfer Personal Data outside the EU to the extent that it complies with the conditions set out in Chapter V of the GDPR;
- at the termination of the Contract, unless there is a legal obligation that provides for the retention of Personal Data, it must stop any processing of the same and must provide, at the Customer's choice, for the immediate return of the Personal Data to the latter or their complete deletion.