

## **GENERAL TERMS AND CONDITIONS OF USE**

*Last modified on 09/09/2020*

It is essential to read, understand and agree to each of the following terms, as any use of the Services and any access to the Website and the Application shall be governed by these General Terms and Conditions of Use. By using the Services, the Beneficiary acknowledges having been properly informed by Monizze, and unconditionally accepts these General Terms and Conditions of Use.

This Preamble forms an integral part of the General Terms and Conditions of Use.

### **ARTICLE 1 Definitions**

For the purposes of these Terms and Conditions of Use, the following words have, when used with a capital letter, and unless the context requires another interpretation, the following meanings:

Application: the Monizze mobile application, which the Beneficiary may download onto a mobile device (smartphone), enabling him/her to access his/her myMonizze Profile, obtain information on Services, while enjoying various functions, cited in Policies and Procedures.

Beneficiary: An employee, worker or any other person working for the Employer and explicitly stated by the Employer as being entitled to receive Vouchers electronically (Meal vouchers, Eco vouchers, Gift Vouchers and/or Consumption Vouchers) in compliance with current Belgian legislation as well as conditions of eligibility, or as being entitled to receive other Monizze services, The Beneficiary shall become a user of the Monizze system on using Monizze Services in accordance with these Terms and Conditions.

Card: individual and personal support to the Beneficiary, enabling on-line authorisation of a payment to a Merchant, from his/her Beneficiary Account. Cards issued by Monizze are compatible to authorise transactions for Meal vouchers, Eco vouchers, Gift Vouchers and Consumption Vouchers. The card must be activated by the Beneficiary in accordance with the Policies and Procedures.

Beneficiary Account: electronic funds issued by Monizze on receipt of funds from the Beneficiary's Employer, representing a claim on Monizze, and enabling use of the payment service provided by Monizze in accordance with applicable legislation. The Beneficiary Account is an account financed directly by the Employer. The user of this account is the Beneficiary.

These include:

- The Meal Voucher Beneficiary Account: a type of Beneficiary Account constituted in the form of a database, on which a certain number of electronic meal vouchers for a Beneficiary are recorded and managed by Monizze in accordance with the conditions provided for under applicable legislation.
- The Eco voucher Beneficiary Account: a type of Beneficiary Account constituted in the form of a database, on which a certain number of electronic Eco vouchers for a Beneficiary are recorded and managed by Monizze in accordance with the conditions provided for under applicable legislation.
- The Gift Voucher Beneficiary Account: a type of Beneficiary Account constituted in the form of a database, on which a certain number of electronic Gift Vouchers for a Beneficiary are recorded and managed by Monizze in accordance with the conditions provided for under applicable legislation.
- The Consumption Voucher Beneficiary Account: a type of Beneficiary Account constituted in the form of a database, on which a certain number of electronic Consumption Vouchers for a Beneficiary are recorded and managed by Monizze in accordance with the conditions provided for under applicable legislation.

myMonizze Profile: Secure interface dedicated to the Beneficiary, containing information relating to his/her Beneficiary Account, as well as access to various Services and functions offered by Monizze. A myMonizze Profile can be accessed

by the Beneficiary through the Application and the secure myMonizze Site, activated by the Beneficiary in accordance with the Policies and Procedures.

Terms and Conditions: these Terms and Conditions of Use which primarily cover the issue of electronic Vouchers and payment made by the Beneficiary by means of the Card or any other electronic payment method or service offered by Monizze, while also governing access and use of the Site, the secured myMonizze Site and the Application.

Employer: the company, whether commercial or not, customer of Monizze, that complies with Monizze's General Terms and Conditions, which employs the Beneficiary and has granted him/her Vouchers issued by Monizze or any other service provided or distributed by Monizze.

Login and Password: login and password advised by Monizze, enabling access to Services and functions as well as the myMonizze Profile

Merchant: any trader or skilled freelance worker, natural person or legal entity, who has made an acceptance contract for the payment instrument(s) issued by Monizze giving access to the Beneficiary Account in accordance with applicable legislation.

Policies and Procedures: the Policies and Procedures for use of Services as will be shown at all times on the website and the Application. Those Policies and Procedures will be regularly updated. The functions offered on the site, mobile application, information brochure, and the procedures proposed by Monizze, form an integral part of the Policies and Procedures.

Monizze: Monizze SA, limited liability company approved as an issuing institution for electronic meal vouchers, electronic eco-vouchers and electronic consumption vouchers, with registered office at 1150 Brussels, 18 Avenue Roger Vandendriessche, registered on the companies register under number VAT BE 0834.013.324 (e-mail: [info@Monizze.be](mailto:info@Monizze.be)). Monizze is subject to the control of the FPS Economy, Bld du Roi Albert II, 16 North Gate III, 1000 Brussels - <http://economie.fgov.be>.

Secure myMonizze site: Secure area on the website designated by Monizze, accessible through the myMonizze.be site, enabling the Beneficiary to access his/her myMonizze profile, obtain information on Services, while enjoying various functions cited in the Policies and Procedures

Services: the Monizze payment service and all other associated services offered by Monizze, to be specified in the Policies and Procedures.

Internet Site: the Monizze website [www.monizze.be](http://www.monizze.be).

Balance: balance of electronic funds available in a Beneficiary's Beneficiary Account, i.e. the nominal value of funds initially paid by the Employer to Monizze, less the value of all payments made by the Beneficiary using the payment system offered by Monizze.

Vouchers: Meal Voucher, Eco-voucher, Gift Voucher or Consumption Voucher issued by Monizze (or any other future product or additional service issued by Monizze) enabling authorisation on-line for a payment to a Merchant, it being understood that the Beneficiary may use Vouchers only for payments for products and services provided for under legislation applicable to the type of voucher concerned.

Meal Voucher: Electronic meal vouchers issued by Monizze as an approved publisher, under the Monizze brand, as governed by article 19bis of the Royal Decree of 28 November 1969, taken in enforcement of the law of 27 June 1969 amending the Royal law of 28 December 1944 concerning social security for workers, by articles 183 to 185 of the law of 30 December 2009 concerning various provisions as well as the Royal Decree of 12 October 2010 setting the conditions for approval and procedure for approval for publishers of electronic meal vouchers, implementing articles 183 to 185 of the law of 30 December 2009 concerning various provisions.

Eco-vouchers: Electronic eco-vouchers issued by Monizze as an approved publisher, under the Monizze brand, as governed by article 19quater of the Royal Decree of 28 November 1969, taken in enforcement of the law of 27 June 1969 revising the Royal law of 28 December 1944 concerning social security for workers, by articles 183 to 185 of the

law of 30 December 2009 concerning various provisions, also the Royal Decree of 12 October 2010 setting the conditions for approval and procedure for approval for publishers of electronic meal vouchers, implementing articles 183 to 185 of the law of 30 December 2009 concerning various provisions.

Gift vouchers: Gifts in the form of electronic cheques issued by Monizze under the Monizze brand, and issued to Beneficiaries on certain specific occasions, as governed by article 19, § 2, 4°, of the Royal Decree of 28 November 1969, taken in enforcement of the law of 27 June 1969 amending the law-decree of 28 December concerning social security for employees.

Consumption vouchers: Electronic consumption vouchers, issued by Monizze, under the Monizze brand, as provided for by the Royal Decree of October 12, 2010, amended by the law of July 31, 2020, amending various provisions with a view to the introduction of the electronic consumption voucher.

## **ARTICLE 2 Scope and field of application**

Monizze arranges an electronic payment service of “Meal Voucher”, “Eco-voucher”, “Gift Voucher” and/or “Consumption Voucher” type, enabling Beneficiaries to instruct Monizze, by using the Card or other methods of electronic payment offered by Monizze, to make a payment in the form of a transfer of electronic funds in favour of a third party, up to the amount of the balance available on their Beneficiary’s Account at the time of the instruction, and in accordance with the current law applicable to the type of Voucher concerned.

Monizze may also offer other associated services, if necessary in partnership with third parties, as specified in the Policies and Procedures, if applicable, those services may be subject to special contractual terms and conditions, and in all cases to the General Terms and Conditions of Use. In the event of any inconsistency or contradiction between the Special Contractual Terms and Conditions and these General Terms and Conditions of Use, the Special Contractual Terms and Conditions shall prevail.

Monizze may, without being liable for compensation, make any amendments or enhancements to Services it deems useful or necessary in order to safeguard the continuity, development and security of its Services, in particular with a view to adapting its Services to meet technical standards or any legal or regulatory modification liable to impact the provision of Services.

These Terms and Conditions govern the use of the Services by Beneficiaries. They may be consulted at any time on the website and the Application. Monizze advises the Beneficiary to print out these Terms and Condition, or to save them on his computer’s hard drive.

The relevant provisions of these Terms and Conditions also govern access to the website by any user who is not a Beneficiary.

## **ARTICLE 3 Capacity**

The Beneficiary shall expressly declare having the legal capacity to use the Services and/or having received the required authorisations from his/her Employer to use the Services and shall indemnify Monizze against any liability that may arise for it through use of the Services in violation of this Article 3.

## **ARTICLE 4 Terms and Conditions of Use of Services**

### **4.1 Remittance of funds and activation of payment means**

Once the Beneficiary’s Employer has signed a service contract with Monizze, Monizze will issue a Card in the name of the Beneficiary stated by the Employer, or, for certain services, will create a personal myMonizze Profile specific to the Beneficiary. If applicable, the card will be sent to the address given by the Employer and distributed by the Employer. It shall be the Employer’s responsibility to distribute Cards correctly, and in particular to identify formally the member of his staff who will be the Beneficiary when distributing new cards. Upon receipt of the Card, the Beneficiary will be asked

to activate it in accordance with the Policies and Procedures. From that time, the Beneficiary will be able to access the secure myMonizze Site or Application in order to activate his/her myMonizze Profile.

Remittance of funds to Monizze by the Employer will be transacted in accordance with the conditions set in the services contract signed between the Employer and Monizze. The amount paid into this Beneficiary's Account shall be valid for a limited period, depending on the legislation applicable to the Voucher concerned. The expiry date may be amended following (1) a declaration to the Monizze HelpDesk on the secure myMonizze Site, or the Application in the event of theft or loss or (2) non-availability of our systems that is attributable to Monizze.

Monizze will then confirm to the Beneficiary that his/her Beneficiary Account has been credited by sending an SMS if the SMS option was chosen by the Employer, provided that the Beneficiary filled in a valid mobile-phone number when activating his/her Card or myMonizze Profile. If the Employer has not activated the SMS option, the Beneficiary will be notified by e-mail, provided he/she has entered a valid e-mail address when activating his/her Card or myMonizze Profile. Failing this, no notification can be sent to him/her.

In certain specific cases, the Employer will have the facility to ask Monizze to activate the accounts of some or all of his Beneficiaries. In that case, the Employer will make a point of informing his Beneficiaries of these Terms and Conditions, and their acceptance by the latter.

In no circumstances will e-mail and mobile telephone data, nor Beneficiaries' transaction details, be disclosed to the Employer.

The Beneficiary will be able to consult his/her Balance and the validity of Vouchers as stated in the Policies and Procedures.

Monizze may also advise a Code or password to the Beneficiary by sending an SMS message to his/her mobile-phone number or e-mail address.

Monizze shall at all times remain the owner of the payment method provided under the Monizze brand. The Beneficiary, holder of a compatible method of payment, shall at all times be responsible for the use of this method of payment and shall undertake to make use of it with "due diligence". He/she shall also be responsible in the event of loss, theft or damage to the method of payment.

#### 4.2 Payment conditions

Electronic funds are intended for payments in the form of electronic fund transfers to Merchants who accept the method of payment issued by Monizze, in accordance with the Conditions, and within the limits provided for, in the Policies and Procedures and the applicable legislation.

Payment may be completed using the Card, through the payment terminal presented to the Beneficiary by the Merchant. It may also be done without using the Card through the Merchant's website or application, by using his Beneficiary Account Associated with his myMonizze Profile. Use of the Card and electronic payment is described in the Policies and Procedures.

A Merchant's payment transactions by means of electronic Vouchers issued by Monizze shall be processed on-line.

A payment instruction received by Monizze shall be the subject of prior checks before completion by Monizze, in order to verify that the payment instruction is valid. In particular, these checks relate to the Balance recorded with Monizze in the Beneficiary's Beneficiary Account.

Once the validity checks are done, and providing the payment instruction is valid, the payment will definitively be completed by Monizze. At that time, it will become irrevocable, therefore the Beneficiary can no longer request its cancellation. Monizze will definitively and irrevocably record the payment on its computer database, decreasing the Balance available to the initiator of the payment with Monizze by the amount paid, and increasing the Balance available to the recipient of the payment with Monizze.

If the payment is not valid, it will not be completed and Monizze will notify the initiator of the payment instruction accordingly.

Electronic Meal Vouchers, Eco-vouchers, Gift Vouchers and Consumption Vouchers can be split up at the time of use. When making payments, Monizze shall observe the "first-in, first-out" rule: it uses the Voucher concerned with the shortest validity period in priority.

#### 4.3 Acknowledgement of payment

The Beneficiary shall acknowledge that any payment in the form of electronic funds made or received through the Monizze payment service shall be effective as if the payment had been made by bank or paper money by the sender of the payment to the recipient, and therefore shall renounce the right to enforce article 1243 of the Civil Code or any other legal provision to challenge the payment.

#### 4.4 Date of credit to account

Monizze shall credit the Merchant in accordance with applicable legislation.

#### 4.5 Access to the myMonizze Profile, secure myMonizze Site or the Application.

The Beneficiary will be able to access his/her myMonizze Profile through the secure myMonizze Site or Application, using his/her Login and Password which will have been notified to him/her by Monizze, and amended by the Beneficiary in accordance with the Policies and Procedures.

#### 4.6 Transaction history

All transactions concerning a Beneficiary (making a payment) will be itemised on an electronic statement compiled after each day on which transactions took place, which the Beneficiary will be able to consult on his/her myMonizze Profile via the secure myMonizze Site or Application, using his/her Login and Password. There, the Beneficiary will also be able to consult all transactions relating to his/her Beneficiary Account for the current month, also for the previous three calendar months.

#### 4.7 Request for information

Any request for information relating to an operation or a Service can be sent to e-mail address: [support@monizze.be](mailto:support@monizze.be).

#### 4.8 Notification upon expiry of Vouchers

Monizze shall undertake to warn the Beneficiary, by SMS, at least ten days before the expiry of (or part of) his/her electronic Meal Vouchers, electronic Eco-vouchers, Gift Vouchers, Consumption Vouchers or any other Voucher, if the SMS option has been chosen by the Employer and provided that the Beneficiary has entered a valid mobile-phone number when activating his/her Card or myMonizze Profile. If the Employer has not activated the SMS option, the Beneficiary will be notified by e-mail, provided he/she has entered a valid e-mail address when activating his/her Card or myMonizze Profile. Failing this, it will not be possible to send a notification to him/her.

#### 4.9 Loss or theft

In the event of loss or theft of the Card, the card can be easily and quickly blocked free of charge using an emergency number 07 805.33.77 or Cardstop, the secure myMonizze Site, the Application or by an SMS to the number supplied in the Policies and Procedures. Monizze will provide a new card to the employee within ten working days in order to prevent the Vouchers from expiring.

This new card must allow the balance in Vouchers at time of declaring the loss or theft to be used. To this end, the validity period for Vouchers shall automatically be extended by ten working days after declaration of the loss or theft.

#### 4.10 Conditions specific to Meal Vouchers

Electronic Meal Vouchers shall have a validity period of twelve months, from the time the Meal Voucher is credited to the Meal Voucher Beneficiary Account.

Electronic Meal Vouchers shall be credited each month, one or more times, to the Beneficiary's Account depending on the number of days for this month during which the Beneficiary apparently worked, in accordance with the provisions of article 19bis of the Royal Decree of 28 November 1969, taken in enforcement of the law of 27 June 1969 revising the law-decree of 28 December 1944 concerning social security for workers.

The electronic Meal Voucher can be accepted as payment only for a meal or for purchases of ready-to-eat food.

#### 4.11 Conditions specific to Eco-vouchers

Eco-vouchers shall have a validity of twenty-four months, from the time the Eco-voucher is credited to the Beneficiary Account.

An Eco-voucher may be used only for payment of ecological-type products and services detailed in the list attached to the collective labour agreement no. 98 made within the National Labour Council.

Eco-vouchers cannot be exchanged, in full or in part, for cash.

#### 4.12 Conditions specific to Gift Vouchers

The Gift Vouchers may be exchanged only with companies that have previously made a contract with Monizze.

Gift Vouchers shall be valid for one year from the time it is credited to the Gift Voucher Beneficiary's Account.

They cannot be paid in cash to the Beneficiary.

#### Article 4.13 Terms applying to the Activ' Product

Activ' Vouchers shall be valid for 15 months from 1 July of the year concerned until 30 September of the following year.

They shall only be accepted by cultural operators organising relevant cultural activities as defined in article 4 of the special law of 8 August 1980 and which are recognised, approved or sponsored by the competent authority, or by sporting associations for whom there is a federation which is recognised or sponsored by the Communities, or which belongs to the national federations of hockey, boxing, football and golf.

Orders are named and may not be transferred.

Activ' Vouchers may not be paid in cash to the Beneficiary. Upon the expiry date, all unused Activ' Vouchers shall be irreversibly lost, and Monizze shall have no obligation to pay any compensation or refund.

#### 4.14 Conditions specific to Consumption Vouchers

The Consumption Voucher has a fixed validity until 06/07/2021, regardless of the date of issue of the voucher.

The Consumption Voucher can only be issued until 12/31/2020.

The consumption voucher can only be used at Horeca businesses, culture and sports industry, and local shops, which have been hit hard and forced to close for at least a month due to Covid-19 restrictions.

Vouchers cannot be exchanged, in full or in part, for cash.

### **Article 5 Payment and costs**

The payment, and any costs payable to Monizze for Services or for reimbursement for electronic funds, shall be invoiced to the Employer in accordance with the Services Contract made between Monizze and the latter.

In no circumstances will those payments and costs be deducted directly by Monizze on the Balance in accordance with applicable legislation.

SMS calls sent to Monizze by the Beneficiary in order to consult the balance, information on the latest transactions, or to block a Card, shall be invoiced by the mobile-phone operator direct to the Beneficiary, at the rates shown in the Policies and Procedures. The SMS for activating the service as well as SMS calls notifying that the Beneficiary Account has been credited or expiry of Vouchers (sent only once the Employer has activated this option) shall also be free of charge to the Beneficiary. E-mails sent to the Beneficiary in application of these Terms and Conditions shall also be free of charge.

The card issued by Monizze, which the Beneficiary uses for payment by electronic Meal Vouchers, Eco-vouchers, Gift Vouchers or Consumption Vouchers, shall be free to the Beneficiary.

In the event of notification of loss or theft, the Balance in Vouchers in electronic form may not be used for payment of the replacement card.

#### **ARTICLE 6 Absence of intervention in the relationship between the Beneficiary and the Merchant**

Monizze offers an electronic payment service based exclusively on electronic funds. For the payment, Monizze therefore does not intervene in any way or at any time in the business relationship that may exist between the Beneficiary and a Merchant. In particular, Monizze shall accept no liability in relation to compliance by Beneficiaries and/or Merchants with their possible mutual obligations, nor in relation to the nature of the electronic fund transfer (payment of a debt/a service/a product, donation, loan, improper payment, etc.) nor in relation to the validity or accuracy of the payment.

Whenever the Beneficiary holder of a Beneficiary Account pays a Merchant using a Voucher, it will be clearly understood that the products purchased actually correspond to the products authorised under current legislation relating to the use of the Voucher in question.

#### **ARTICLE 7 Beneficiary's Commitments and Authorisations**

The Beneficiary shall undertake to use Services provided by Monizze in good faith, solely for legal purposes, and in compliance with these Terms and Conditions and the Policies and Procedures.

The Beneficiary shall be the sole person responsible for safeguarding his/her Payment method issued by Monizze, as well as the PIN code (when active) or his/her Card and Login and Password enabling him/her to access Services and functions, the myMonizze Profile, and to use it to make payments on-line. He/she shall undertake to keep and retain his/her Code, Login and Password secret (and in particular for this purpose, immediately to delete SMS messages sent that contain his/her Code from his mobile-phone's memory) and will take every precaution necessary to prevent third parties from being able, without his/her consent, to use Monizze Services and thus having access to his/her electronic funds. The Beneficiary must immediately notify Monizze, in accordance with the Policies and Procedures, of any event liable to result in such misuse (such as the loss of his Monizze card, Code/Login and Password, etc.), as well as any misuse or fraud that he/she may have noticed. On receipt of this notification by Monizze, Monizze will block the User's Balance and make the User's Code/Login and Password inoperable, so as to limit any prejudice to the Beneficiary. It will be possible to unblock the Balance after a request from the Beneficiary that is made in accordance with Policies and Procedures. It is therefore understood that the Beneficiary shall be the sole person responsible, to the exclusion of Monizze, for any payment made, if applicable without his/her consent, with his/her Card or any other electronic method of payment offered by Monizze, using his Code, Login and Password.

The Beneficiary shall expressly authorise and instruct Monizze, but only in case of necessity, in the supply of Services or for the purposes of identifying or preventing fraud or unlawful acts, to collect information concerning him/her, on his/her behalf, from his/her Employer or mobile-phone operator.



All queries relating to the number of Vouchers received, or to the amount paid into Beneficiary Accounts, should be sent to the Beneficiary's Employer's human resources department.

#### **ARTICLE 8 Monizze's commitments**

Monizze shall undertake to comply with the applicable legislation, in particular in regard to privacy and processing of personal data (cf. Article 14 below).

Monizze shall undertake to keep the Beneficiary informed on the development of the network of Merchants who accept payment methods issued by or compatible with Monizze. This information is regularly updated on its website: [www.monizze.be](http://www.monizze.be) or accessible in the Application. Monizze will invite establishments likely to agree to Monizze-compatible Payment methods to join this system.



Monizze will maintain its IT systems in accordance with current legislation concerning Vouchers. Monizze undertakes to implement all reasonable means at its command to ensure uninterrupted access to its website and its Application, as well as to its Services, and in particular will make every effort to enable the Beneficiary to have uninterrupted access to his/her electronic funds. In spite of this care and attention, technical problems may arise that render Services, Website or the Application temporarily unavailable. Where necessary, and without prejudice to Monizze's right to invoke a case of *force majeure*, and since Monizze has only an obligation of method in this respect, Monizze will accept no liability in the event of inaccessibility of Services, Website or the Application that renders the completion of payments or other transactions impossible, nor in the event of non-completion, partial, incorrect or late completion of a payment (hereafter, collectively, "a non-execution"), where such inaccessibility or non-execution comes about from causes outside Monizze's reasonable control, and in particular (1) technical faults with Monizze subcontractors or suppliers, (2) telephone-line failure or failure of another method of communication, (3) Monizze hardware equipment failure, (4) software failure, (5) intensive use of the Website or overloading of Monizze's systems, (6) a power cut, or (7) any fault in the mobile-phone network. The Beneficiary must notify Monizze as quickly as possible of any technical problem or malfunction that he/she discovers when using the Services, Website or Application, in accordance with the provisions detailed in the General Terms and Conditions of Use.

Furthermore, Monizze may intentionally interrupt access to the Website, Application or certain Services without prior notice (1) in order to prevent or to remedy a possible fault or failure of its hardware, software, or communications equipment, (2) where Monizze considers this necessary; in particular, but without being limited to, cases of a hacking attempt, misappropriation of funds, misuse/fraud or in order to perform maintenance or introduce improvements/security. Whenever reasonably possible, Monizze will make every effort to notify the Beneficiary in advance of planned interruptions. Monizze will in no circumstances be held liable for prejudice suffered by the Employer, Beneficiaries or Merchants that may result from such suspensions.

However, Monizze shall undertake to extend the current validity of Vouchers for a period equal to that of any interruption of Monizze Service that is attributable to Monizze, which would have made it impossible for the Beneficiaries to use their Payment Methods with a Merchant. Monizze will also be entitled to suspend access to Services for a specific Beneficiary (i) if it deems this necessary in order to prevent or remedy misuse or fraud or use of Services contrary to the purposes and conditions of the Services, or (ii) if it has reasonable suspicion of such misuse/fraud/use, or (iii) to comply with requests or instructions from official bodies, organisations or authorities.

## **ARTICLE 9 Disputes**

Within legally authorised limits, any complaint or dispute in general relating to (1), malfunction of a Service, the Website or the Application, (2) information generally issued by Monizze or shown on the Website or Application, (3) an error committed in completing a payment or any other Service, (4) non-completion (as defined in Article 9 above) by Monizze, must be notified by the Beneficiary to Monizze by recorded-delivery letter to the following address: 18 Rue Vandendriessche, 1150 Brussels, or by e-mail to the following e-mail address: [support@monizze.be](mailto:support@monizze.be), on pain of the Beneficiary's right of dispute being invalidated, within 10 working days of the time at which the Beneficiary became aware of it, or can be presumed to have been aware of it. The Beneficiary shall be presumed to be aware of an SMS or e-mail on the day on which Monizze sent that SMS or e-mail.

Monizze shall not take part in any out-of-court settlement system for complaints and/or appeals from its Employer or Beneficiary clients, without prejudice to the possibility of making an agreement arranging such an out-of-court settlement on a case-by-case basis.

## **ARTICLE 10 Monizze's liability**

Monizze shall be liable for fraud or gross negligence on its part. Within legally authorised limits, it shall not be liable for minor negligence (whether an isolated case or not).

Without prejudice to other causes of exclusion or limitation of liability provided for in these Terms and Conditions of Policies and Procedures, in no circumstances will Monizze be held liable *vis-à-vis* the Beneficiary for any prejudice caused by a case of *force majeure* or measures taken by official European or Belgian authorities. Consequently, and without this list being exhaustive, it shall not be liable for adverse consequences resulting directly or indirectly for any event outside its reasonable control, and in particular (1) fire or flood, (2) power failure, (3) strike by its staff or one of its suppliers or subcontractors, from pandemics (4) from operations ordered by people vested with power in the event of war, disturbances, riots or territorial occupation by foreign or illegal forces, (5) from decisions by authorities, (6) from errors or technical interruption or other of activities of the Belgian or foreign services for telegraph, telephone, postal services, private transport companies or mobile-phone operators, or any other information society service-provider pursuant to the Directive 2000/31/CE of 8 June 2000 relating to certain legal aspects of information-providing companies, and in particular to electronic commerce, in the domestic market.

In no circumstances will Monizze be held liable for any payment or other problem that occurs following (1) errors or inaccuracies in information advised by Merchants to their customers relating to use of the payment system offered (in particular an error in the Shortcodes entered, etc.), (2) any technical or other problem that occurs at a Merchant.

In all circumstances where Monizze is liable, this will be limited to prejudice that constitutes the necessary, foreseeable and unavoidable consequence of fault by Monizze, and may in no circumstances give rise to compensation for financial, commercial or other indirect or consequential losses. Within legally authorised limits, Monizze's liability per Beneficiary will always be limited to the Balance available on the Beneficiary's Beneficiary Account at the time of the error committed by Monizze.

In no circumstances will Monizze be held liable *vis-à-vis* the Beneficiary for any form of prejudice that is the consequence, in full or in part of a violation, even if unintended, by the Beneficiary of the Terms and Conditions or Policies and Procedures.

## **ARTICLE 11 Duration and termination of the contract**

The Beneficiary shall obtain a Beneficiary Account after signing an agreement with his Employer. His Employer has signed a service contract with Monizze and the Beneficiary has been clearly stated by his/her Employer as a beneficiary of Vouchers issued by Monizze. Those Terms and Conditions shall be, unless specifically specified to the contrary, applicable to all supplies of Vouchers by Monizze to the Beneficiary.

The Employer shall be able to terminate their contract, in accordance with the provisions stated in the service contract between the Employer and Monizze. At the time of the final payment by the Employer, Monizze will issue the final Vouchers for the Beneficiaries. Monizze shall undertake to maintain its service for the Users until the expiry date of the final Balance.

No compensation can be claimed by the Beneficiary for consequences of the termination of the service contract between his Employer and Monizze, irrespective of the reason, and even if the contract was terminated by the Employer following gross negligence by Monizze.

Monizze reserves the right to terminate this agreement for use, without prior notice and without compensation, by sending an SMS to the Beneficiary's mobile-phone number or e-mail address, in a situation where:

- Monizze deems it necessary in order to safeguard the security or integrity of its Services, Website or Application;
- The Beneficiary uses the Services or functions of the Website or Application in an improper or fraudulent manner.

## **ARTICLE 12 Intellectual Property rights**

All intellectual-property rights relating to Services, Website or the Application shall belong to Monizze, its licensors or suppliers.

Monizze shall grant the Beneficiary only a personal, non-exclusive and non-transferable right of access to and use of the Services, subject to compliance with these Terms and Conditions. The Services (which are considered an indivisible whole) and the various components of which it is made up (including texts, photographs, catalogues, layouts, brands, logos, illustrations, specific software programs, videos) are protected by intellectual rights belonging to Monizze or its licensors. Where applicable, they have been the subject of permission to publish, distribute or a right of use acquired from those third parties. The logo, product names, services or the name of companies shown on the Services are liable to constitute the trademarks, commercial names, company names of their respective owners. The Beneficiary shall expressly undertake to respect these intellectual property rights. Subject to those exceptions provided for by law, the Beneficiary is prohibited, without this list being exhaustive: from changing, copying, transmitting, distributing, publishing, granting under licence, transferring, selling, reproducing or having reproduced all or part of the information, software, product or service obtained from Services, temporarily or permanently, by any process, whether known or unknown, on any medium, without Monizze's prior written agreement. Non-compliance with this prohibition shall constitute a violation liable to incur the civil and criminal liability of the counterfeiter.

## **ARTICLE 13 Recording and processing the Beneficiaries' personal data - individuals**

Monizze and the client shall ensure, at all times, that they comply with their obligations in relation to Belgian legislation applicable to protection of privacy and personal data, as well as the Regulation (EU) 2016/679 of 27 April 2016 (Regulation relating to the protection of individuals' data with regard to the processing of personal data).

Monizze will process such data in accordance with the conditions provided for in its [Privacy Policy](#), which will be updated in regard to the Regulation mentioned above, with the main purpose of implementing the Service to the Customer and the Beneficiary in compliance with applicable laws, and offering them any new product, which in particular covers the management and archiving of payment transactions and other, reimbursement of electronic funds, administration and management of contractual relationships, management of websites and platforms made available to the Beneficiary as part of these, checking and testing the IT systems used, verifying the regularity of transactions and preventing irregularities (preventing money-laundering, misuse or fraud, etc.).

Monizze shall undertake not to disclose Beneficiaries' personal data to third parties, save to its suppliers or subcontractors where such communication is necessary in order to implement Services and management of the contractual relationship with the Client.

Monizze shall be entitled to disclose personal data to any Belgian or foreign legal or administrative authority, provided that it is required to do so by virtue of current legislation (documents on the Beneficiaries, their electronic funds and transactions performed, etc.)

The period for processing personal data will be limited to that strictly necessary to enable Monizze to exercise its rights and fulfil its contractual and legal obligations.

The Beneficiary, and any other persons concerned by processing of his personal data, shall have a right of access to their personal data, and a right to order the correction of inaccurate data concerning him/her, either by sending a letter to Monizze with a photocopy of his/her identity card, or by following the procedure provided for this purpose at the address [privacy@monizze.be](mailto:privacy@monizze.be).

## **ARTICLE 14 Special conditions for use of the Application or access to the secure myMonizze Site**

### **14.1. Steps to be followed in order to use the Application or to access the secure myMonizze Site**

To access the Application and secure myMonizze Site for the first time and use the Services available through them, the Beneficiary must follow various steps, as set out in the Policies and Procedures.

In any case, he/she needs to be aware of those Terms and Conditions of Use, expressly to accept them by ticking the corresponding box, and validate his/her registration application (it being understood that the Beneficiary has the ability to print out those documents and/or save them on a device). On registration, the Beneficiary shall receive the General Terms and Conditions in a confirmation e-mail. In addition, the Beneficiary may at any time ask to receive the General Terms and Conditions in paper format at the following address: [support@monizze.be](mailto:support@monizze.be).

Technical methods are put in place to ensure that all information required has been provided by the Beneficiary, and a summary is given to him/her before validation, to enable him/her to verify the accuracy of the data provided.

### **14.2. Requirements specific to the Application**

The Application must be regarded as digital content that is not provided on a physical medium. By downloading the Application, the Beneficiary shall agree that implementation will start before the cooling-off (withdrawal) period has expired and, in doing so, he/she explicitly acknowledges that he/she forfeits his/her right of withdrawal.

A Beneficiary who makes use of the Application must ensure at all times that his/her equipment (in particular the device), hardware and software, are appropriate and compatible for loading and use of the software and databases made available by Monizze through the Application.

In the Policies and Procedures, the Beneficiary will be able to find all relevant information relating to the Application's functionality, also its interoperability with certain hardware or software, of which Monizze reasonably has knowledge, as well as the information on applicable technical protection measures.

New versions of the Application will regularly be made available to Beneficiaries through the applications store, such as the App Store or Google Play. In this situation, a message informing him of these updates and their main features will appear on his device. By downloading these updates, the Beneficiary shall accept changes made to the Application or the Services resulting from them. He/she shall undertake to download updates regularly, and no later than one month after they become available.

The Beneficiary is informed and shall accept that, if he/she does not install certain updates, Monizze may suspend access to the Application.

The Application can be downloaded free of charge by the Beneficiary through an on-line store (App Store or Google Play, for example). Services accessible through the Application shall be provided to the Client without charge.

### **14.3. Requirements common to the Application and the Website**

The Beneficiary shall undertake to use the Application and access the Website - as well as Services provided through these - in compliance with these Terms and Conditions of Use and any other applicable legal or regulatory provision.

In particular, he/she shall undertake to provide accurate personal data and not to use the Application or access the Site for illegal purposes, nor for the infringement of Monizze or third-party rights.

The Beneficiary shall remain responsible for the security of his/her Beneficiary Account at all times and all instructions and/or Orders issued via his/her Account. In particular, he/she is forbidden to grant access to his/her Beneficiary Account, or to sell or lend his/her Beneficiary Account to a third party. The Beneficiary shall not share his/her user ID (login and/or password).

The Beneficiary is prohibited from performing any act that is liable to compromise the security of the Application or Website.

The Beneficiary shall remain solely and individually responsible for the content published on the internet in his/her dedicated zones. The Beneficiary agrees to ensure that his/her content and comments do not violate the rights of third parties (respecting intellectual property rights, regulations and statutes relating to non-discrimination and confidentiality.) In particular he/she shall abstain from any form of communication which is racist, sexist, defamatory, offensive, pornographic and/or sympathises with crimes against humanity. Monizze reserves the right to view the comments and content posted by the Beneficiary and may, if the terms of usage are violated, withdraw or censure the forbidden content.

## **ARTICLE 15 Miscellaneous provisions**

### **15.1. Proof**

Communications by fax, SMS, and e-mail, also by notice on the secure part of the Website or Application, shall be valid methods of communication by virtue of these Terms and Conditions.

All information held on the Monizze computer database relating in particular to payment instructions and confirmations received from Beneficiaries, SMS messages sent by Monizze, requests for reimbursement and other requests received from Beneficiaries and completion of payment and reimbursement transactions by Monizze (relating to the date and time of those instructions/confirmations/requests/transactions and SMS messages and regarding their content, shall constitute irrefutable evidence unless proven otherwise, such as in an original signed paper document.

Documents issued by Monizze reproducing those data, and the tamper-proof, secure and reliable traces of the data written on the Monizze IT systems, shall be treated as irrefutable evidence unless and until proof to the contrary is adduced. Monizze may prove access to the Website and receipt/sending of SMS messages by any appropriate electronic method. Tamper-proof, secure and reliable traces of these data written on the Monizze IT systems shall constitute proof of access/receipt/despatch.

Unless proof to the contrary is provided by the Beneficiary, copies or reproductions of documents produced by Monizze constitute the same irrefutable proof as the original. The parties acknowledge that special requests or conditions may be the subject of a special acceptance by the Beneficiary on the Website or Application. The Beneficiary shall be presumed to have made this specific request or accepted these specific conditions by clicking on an "I accept" icon on the Website or Application. Proof of those acceptances, also acceptance of these Terms and Conditions, may be made by Monizze using any appropriate electronic method.

### **15.2. Archiving the contract**

Information relating to the contracts made with Beneficiaries will be archived by Monizze. The Beneficiary may access the archived contract to which he/she was a contracting party by requesting this by e-mail at the following address: support@monizze.be, or by mail to the following address: 18 Rue Vandendriessche, 1150 Brussels, providing that the contract concerned is clearly identified.

Said archived contracts shall in no circumstances be made available to third parties.

### **15.3. Indivisibility**

If any one of the provisions of these Terms and Conditions shall be invalidated for any reason, the contracting parties agree that the other provisions will remain fully in force. The null, invalid, illegal or inapplicable clause will be replaced retrospectively by a valid, applicable clause whose content approaches as closely as possible, from an economic or functional point of view, to that of the original clause.

### **15.4. Language**

These Terms and Conditions are available in French, Dutch and English. During the contractual relationship entered into between Monizze and the Beneficiary, communications made in enforcement of the Terms and Conditions will be made in one of these languages, depending on the choice made by the Beneficiary at the time of his registration or in updates made to his myMonizze Profile.

#### 15.5. Changing the Terms and Conditions

Monizze has the right to amend the Terms and Conditions at any time and will publish the amended Terms and Conditions on the Website and Application, the Beneficiary also being notified of this change by e-mail, provided he/she had entered a valid e-mail address when activating his/her Card or myMonizze. The new Terms and Conditions come into effect at the earliest one month after their publication on the Monizze site and the Application and the notification made to the Beneficiary. In the event of disagreement, the Beneficiary is asked to contact Monizze.

#### **ARTICLE 16 Applicable law and settlement of disputes**

The Terms and Conditions are governed by, and will be interpreted in accordance with, Belgian law. Any dispute relating to acceptance by the Beneficiary, validity, interpretation or implementation of these Terms and Conditions shall fall within the exclusive jurisdiction of courts of the District of Brussels.