

TERMS OF USE – TRANSACTION CONNECT – Unexpected Pass

Version dated January 2019, 10th

Introduction

You are informed that, in the context of your use of the Loyalty Points Collection program « *Unexpected Pass* » set up by Espace Expansion and Unibail Management SAS, which allows rewarding its members according to their purchases made under certain conditions, the technology developed by our company, Transaction Connect, a French company with headquarters at 86 rue du Faubourg Saint Denis, 75010 Paris, and registered with the Registry of Commerce and Companies of Paris under number 822 619 185, ("We") will be used and implies acceptance, without reserve, and compliance with these Terms of Use (the "Terms of Use" or "TOU").

Our secure technology allows you to synchronize with your current accounts or cards accounts (hereinafter the "Accounts"), access raw data of the transactions carried out with your electronic payment methods and process this data in accordance with your consent (hereinafter the "Services").

We offer this solution as a registered Account Information Service Provider with the ACPR, under the number CIB 17038.

This synchronisation isn't designed to allow Us to access the funds available on your Accounts, neither to realise any banking operation nor operate some asset management or investment. In fact, We are not classified as a credit institution, neither as an investment services provider nor as an investment advisor as defined in the Code Monétaire et Financier.

By validating these TOU, you authorize Us to access the transactional data of your Accounts. We undertake to use this personal data only for the use you have consented to in order to benefit from the Services.

1. Subscription and access to the Services

1.1. Acceptation and opposability of the Terms of Use

By using the Services, you accept without reservation and admit respecting these Terms of Use and accept being bound by them.

These Terms of Use have the value of a binding agreement. They determine the features, modalities and conditions of the use of the Services and rule our relations. If you refuse one or more of these terms, please refrain from accessing or using the Services.

If one or more clause of the TOU is declared null, invalid or void, for any reason, the other clauses shall remain in full force.

1.2 Modification of the Terms of Use

We have the faculty to revise or update the TOU from time to time. Any modification will enter into force when the updated TOU are made available to. In case of changes important to Us and requesting your consent according to the applicable laws, We will inform you about it and request your agreement if necessary.

1.3. Linking your banking account to your “*Unexpected Pass*” account (your “**User Account**”)

Access to the Loyalty Points Collection and the cashback feature requires that you attach to your User Account the Accounts corresponding to the electronic payment means you use in your shopping centre.

Only purchases made with the electronic means of payment reattached to your synchronized Accounts will allow you to benefit from the program's offers.

Your electronic means of payment can be a credit or debit card issued by the establishment with which you hold your Accounts. It can also be a prepaid card such as a “*carte déjeuner*” issued by one of the eligible establishments.

To enable Us to ensure the proper functioning of the Services, you acknowledge that you are the holder of the Accounts synchronized to your User Account and the electronic means of payment associated with them and that you have the legal capacity to operate the Accounts.

We would like to point out that the Services are only accessible to adults.

To attach your electronic means of payment and the Accounts on which they depend to your User Account, you must select the name of the establishment which hold these Accounts and then you have to fill in, on the secure interface, the same login and password you fill in when connecting to your internet interface to consult these Accounts (the “**Access IDs**”), in compliance with the dispositions of the current [Payment Services Directive 2](#).

Once you have entered your Access IDs, We will then access the list of the accounts you have. We select from this list your current accounts or cards accounts and only access the transactional data of these Accounts as available for consultation on your internet interface on the day of your registration. We would like to point out that We

can thus access transactions prior to your registration to the Services but limited to those displayed by your establishment.

The Services thus allow daily synchronization of expenses incurred with the means of payment relating to the Accounts attached to the User Account so that you can be rewarded for those eligible for personalized rewards.

2. List of the eligible establishments

We reserve the right to decide with full rights and without compensating you (i) to withdraw an establishment from the list of the eligible establishments and (ii) to cease to offer the synchronization and automatic update of the transactions made by electronic card and the cashback feature.

For the list of the eligible establishments, please see Espace Expansion and Unibail Management SAS Terms of Use.

3. Assistance

For all technical, administrative or commercial question or difficulty, our support service is available to you at this address: support@transactionconnect.com. This support operates from Monday to Friday from 9 am to 6 pm (GMT+1). If it's easier to resolve the issue, this support service will directly call you.

4. Maintenance, suspension and availability of the Services

You are informed the We reserve the right to suspend at any moment, without notice nor compensation, the access to the Services in the event of a failure, maintenance, update of the systems or for any other reason.

5. Suspension of the access to the Services

In case of breach of one of your obligations set out in these TOU, We reserve the right to suspend your access to the Services as soon as the breach is noticed and without notice.

The access to the Services will be re-establish only when you have actually remedied the violation.

6. Personal data and respect of privacy

Since transparency is a key value for us, We place the utmost emphasis on the respect of your privacy and commit ourselves to respect the provisions of the EU Regulation 2016/679 of April 27 of 2016 (the General Data Protection Regulation - GDPR) and of

the French Law “Informatique et Liberté” No. 78-17 of 6 January 1978 in its current version.

To operate the “*cashback*” feature of the loyalty program “*Unexpected Pass*”, We process your personal data in these ways and for the following purposes:

- We access and store all the transactions of the Accounts linked to your User Account in a pseudonymized form;
- We analyse these transactional data to identify the transactions made inside the shopping center where the Loyalty Program is implemented, also taking into account any transactions made during the three months preceding your enrolment in the loyalty programme;
- We transfer to Espace Expansion and Unibail Management SAS the data relating to the purchases (namely: date, store and amount) made in the participating stores of this shopping center;
- We transfer to our partner Mango Pay the necessary data for the implementation of the “*cashback*” feature, namely the IBAN of the current account you synchronized to your User Account;
- We store all the data necessary to prevent any misuse of the Points Collection of the loyalty Program “*Unexpected Pass*” in the form of a digital print;
- Subject to your validation of the corresponding opt-in - via a specific box to tick -, We use all your Transactional data for statistical purposes in aggregated and anonymized form ;
- Subject to your validation of the corresponding opt-in via a specific box to tick-, We share these aggregated and anonymized statistical data with partners. This data being anonymized, it will be impossible, even for our partners, to make a comparison between the statistics that We realize and your personal data.

In addition, We inform you that our partners are forbidden to ask us for precisions, details or any element allowing to disaggregate the data which are communicated to them.

For our part, We refrain from answering any questions they might ask Us when the answer would involve a violation of your rights, including the right to respect your personal data.

We freely and independently determine the means implemented in order to pursue the purposes We have identified above. Thus, you are hereby expressly informed that We act as independent data controller within the meaning of the GDPR with respect to the purposes referred to above and are in no event to be deemed joint controllers with Espace Expansion and Unibail Management SAS or data processor of the latter.

Additional information relating to the collection, processing and sharing of your personal data and your rights regarding your data and how you can exercise them are detailed in our [Privacy Policy](#) and also in the " *Privacy Policy* " of the " *Unexpected Pass*" Program accessible directly by clicking [here](#) (for Polygone Riviera Shopping Centre) and [here](#) (for Les 4 Temps Shopping Centre).

If any questions persist, you can contact us directly at dataprotection@transactionconnect.com, you will be provided with an answer as soon as possible.

7. Intellectual Property

All the Services and each of the elements that compose them (including but limited to the technology We make available) are Our proprietary intellectual property and, in accordance with the provisions of the Intellectual Property Code, are protected by applicable laws on copyright, author's right, trademarks and service marks, patents or other proprietary rights and belong to Us, are controlled by Us or have been given to Us in license.

The TOU do not give you any ownership rights over the Services and all their components that are and remain Our exclusive property. The availability of the Services as provided for in the TOU cannot be analyzed as a transfer of ownership to your benefit. As a result, you forbid yourself and you guarantee Us in respect of any actions or acts that may directly or indirectly affect Our intellectual property rights.

You are not authorized to reproduce, represent, modify, translate and/or adapt, in part or in whole, each of the elements of the Services that make them up, nor reproduce or represent such translations, adaptations and/or modifications, partially or totally, without our prior written consent. All brands of products and services contained or associated with the Services that are not our brands belong to their owners. References to the names, brands, products or services of third-party establishments do not constitute a recommendation concerning the products or services of such establishments.

Failure to comply with these terms would constitute a violation punishable by civil and/or criminal sanctions. We, or Our licensors, reserve the right to bring to justice anyone who fails to comply with these clauses.

8. Security

The security of your data is one of Our priority. Consequently, in order to guarantee a high level of security of the Services, We use encryption algorithms according to high and proven standards in terms of computer security. The Services may also be audited by independent companies recognized as IT security experts by the competent

authorities. It is therefore in accordance with the provisions of the [Payment Services Directive 2](#) that the Services are provided to you.

We therefore undertake to do Our utmost to ensure the security of the User Account, in coordination with Espace Expansion and Unibail Management SAS, in accordance with standard practices and the provisions of Article 67-2°-b of the Payment Services Directive 2. However, given the complexity of the Internet and mobile telephony environment, We cannot be held to an obligation of results in this respect. Therefore, you ensure that you implement all the necessary security measures to protect your own data.

It is further stated that Our technology constitutes an automated data access and processing system and that any fraudulent access to or alteration of said system is prohibited and will be subject to criminal prosecution. However, you are aware that data circulating on the Internet or mobile telephone networks are not necessarily protected, particularly against possible misappropriation, which you acknowledge.

You therefore declare that you know the nature and technical characteristics of the Internet and mobile telephone networks, and accept the technical constraints, response times for consulting, querying or transferring data relating to the Services and the risks they entail.

You expressly acknowledge that (i) the Services are not error or virus-free; (ii) connecting to the Services involves the risks inherent in any connection and transmission over the Internet and mobile telephone networks, including with respect to data transfer speed, response time for requests for information and inquiries and technical performance; (iii) We have no control over third party networks or websites that you may access in connection with your use of the Services; (iv) We shall not be liable for any loss of data, failure to store, misdirection or delay in the delivery of any data or materials through the Services; and (v) We make no warranties, express or implied, including warranties of merchantability/satisfactory quality or fitness for a particular purpose or need of the content and Services.

As soon as you become aware of a failure of our Services, you oblige yourself to inform Us without delay (at the email address: support@transactionconnect.com) of any failure or any doubt as to any fraudulent access to the Services.

You must immediately contact Us (at the email address: support@transactionconnect.com) in the event of loss, theft, misappropriation and more generally of any compromise of the confidentiality of the data you have disclosed to Us.

You must immediately notify Us (at email address: support@transactionconnect.com) if your mobile phone is lost, stolen or misappropriated.

9. Illicit contents

You may not misuse the Services for any purpose, including but not limited to accessing data over which you have no access rights, downloading data unlawfully or in a way that would infringe the rights of third parties, or using the Services for unlawful purposes, this list isn't exhaustive.

In no event shall We be liable for any harmful consequences of such misuse of the Services. We also reserve the right to remove any content that is illegal or infringes the rights of third parties as soon as We become aware of it.

10. Liability

10.1. Your liability

You undertake to use the Services in compliance with the provisions of these TOU and the legislation in force.

In the event of non-compliance with one or more provisions and/or stipulations of the TOU, you agree to indemnify Us for any consequences arising from any complaint, action, suit or conviction against Us by any third party, in any capacity whatsoever, that may result.

You are expressly informed and accept that the use of the Services, information and tools made available to you is at your own risk.

You expressly agree and acknowledge that the receipt or downloading of any content obtained through the Services is done under your sole responsibility and that you remain fully responsible for any damage or injury that may be caused to your computer and/or mobile phone systems and, where applicable, any loss of data that may result.

10.2. Our liability

We are responsible for the provision of the Services which does not constitute an obligation of result. Although every reasonable effort is made to ensure the accuracy, completeness and timeliness of the content of the Services at this time, the Services are provided by Us based on their availability without warranty of any kind.

You expressly agree that your use of the Services is at your sole risk.

Our liability is limited to direct damages you would suffer as a result of using the Services. You have the burden of proof and any claim for damages must be initiated within one month of the event giving rise to the damage.

To the fullest extent permitted by applicable laws, We shall not be liable (i) for any damages, losses or consequences of any kind resulting from any use of the Services or their Content, or (ii) to you for any indirect or consequential damages that may be caused to you, including, without limitation, any loss of customers, loss of profit, shortfall, damage to image, or (iii) account information and data obtained from the websites of the establishments that maintain the Accounts that you have provided, and in particular for updating such information.

We disclaim any liability if the Services do not meet your specific requirements and needs.

We shall not be held liable for any breach of IT security that may cause damage to your IT equipment and data.

We offer no guarantee that the establishments with which you have opened an Account to which your electronic means of payment is attached will allow you to use the Services. In addition, having no control over the data relating to the accounts that you hold with them, We, as well as, where applicable, Our hosts and technology providers, can under no circumstances be held liable in the event of damage resulting from:

- any inaccuracy or non-conformity of the information, products, and other content, including in particular your own data, concerning your synchronized Accounts;
- temporary or total unavailability of all or part of access to the Services or access to the User Account, a difficulty related to response time and, in general, a lack of performance.

We, and, if applicable, Our hosts and technology providers, shall not be liable for any damages you may suffer as a result of:

- a fault you have committed;
- the non-respect by you of these TOU;
- with your own permission, access by a third party to your own data;
- fraudulent or abusive use of the Services by yourself;
- a compromise by yourself of the confidentiality of your password;
- any products, data, information or services purchased or obtained, or any messages received, or transactions concluded, by or from the Services that We provide, or that Our hosts and technology providers or third party providers provide; and
- statements or conduct of any person with respect to the Services that We provide or provided by Our hosts and technology providers.

Regarding the processing of your personal data related to the Accounts held in the establishments that have been communicated to us, any breach of confidentiality of said data resulting from your own actions as well as any possible harmful consequences cannot engage Our liability, for any cause whatsoever and for any damage whatsoever, in accordance with the legislation in force.

11. Your Statements

You declare and certify Us that your Access IDs are and remain accurate and up-to-date. You agree in this way to update them when proven necessary.

You declare and certify Us that you are the owner of the Accounts provided for the use of the Services and that you have all the powers and/or authorizations necessary to allow us to provide you with the Services.

You declare and certify Us that you are and remain solely responsible for the access and use of the Services.

You declare that you are fully aware of the characteristics, constraints, limitations and risks of the use of the Services and accept them.

12. Right of withdrawal

You are informed that this agreement consists in the provision of digital content not provided on a physical medium, you give accordingly your express agreement that the contract is executed upon subscription and acceptance of these TOU. You expressly waive any right of withdrawal.

13. Phishing

Identity theft and practices called "*phishing*" are at the heart of our concerns. Protecting your data to protect yourself from identity theft is one of our priorities. We assure you that we will never, at any time, ask for your Social Security number or other official identification, whether by telephone, e-mail, SMS or any other means.

14. Duration

The present contract is concluded for an indefinite duration as from your acceptance of the TOU.

15. Termination

15.1. Termination at your initiative

At any time, you may decide not to take part anymore in the Loyalty Points Collection or to terminate your User Account in accordance with the Espace Expansion and Unibail Management SAS terms and conditions.

Upon Espace Expansion and Unibail Management SAS's written request, we will terminate the Services and destroy all related data.

We will destroy all data that concern you, with the exception of the data required to prevent fraudulent deletions, namely deletions followed by re-registrations under another identifier, to benefit from potential offers and rewards. In this case, We and Our subcontractors will only keep the personal data strictly necessary to detect these fraudulent behaviors for a period of one year from the request to terminate the Services use.

15.2. Termination at our initiative

In the event that you would not respect your obligations defined in the TOU or use the Services in an abusive manner, We reserve the right to terminate at any time the contract.

In the event of termination, access to the Services is immediately interrupted. We will notify you by e-mail or by any other means, and your data will be destroyed. No compensation in any way whatsoever could be claimed.

We will then notify Espace Expansion and Unibail Management SAS of such termination, which will then decide whether or not to also terminate your User Account « *Unexpected Pass* ».

16. Assignment

You do not have the right to give in full or in part the present TOU, whether for remuneration or graciously. In the event of a breach of this prohibition, we will immediately terminate the TOU and your liability may be incurred.

You authorize Us to give in full or in part, for remuneration or courtesy, these TOU, without your written and prior agreement, as long as the assignee maintains to your benefit the rights and obligations defined in these TOU

17. Applicable law and jurisdiction

These TOU and all the points relating to their execution or interpretation are governed by French law irrespective of the place of execution of the obligations arising therefrom

If you have any questions or complaints about these Terms of Use, you can contact us at: dataprotection@transactionconnect.com.

In the event that a dispute arises in connection with the TOU or the use of the Services, each of the two Parties shall endeavour to settle the dispute with an amicable agreement; and for the settlement of any dispute which the parties could not resolve amicably, it is exclusively conferred of jurisdiction at the Paris Commercial Court.

18. Acknowledgement

You acknowledge having obtained all necessary information concerning the Services referred to herein, adhere unreservedly to the Terms of Use and guarantee their scrupulous application.