

TERMS AND CONDITIONS, PRIVACY POLICY and COOKIE STATEMENT.

1. BINDING EFFECT. This is a binding agreement. By using the Internet site located at (www.)tiqs.com (the Site) or any services, processing of purchases provided in connection with the Site (the Service), you agree to abide by these Terms of Use, as they may be amended by Tiqs B.V. (Company and interchangeably user as TIQS B.V. as well) from time to time in its sole discretion. Company will post a notice on the Site any time with these Terms of Use, which will be changed or otherwise updated. It is your responsibility to review these Terms of Use periodically. YOU AGREE THAT BY USING THE SERVICE YOU REPRESENT THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

If you are using the services on behalf of a third party or an Employer or representing an entity or affiliates then you represent to have the consent of the entity and the affiliates. In such an eventuality, “you” and “your” will refer to that entity as well as yourself.

2. SITE ACCESS. You agree that you will not engage in any unauthorized activity on behalf of a third party such as merchants, and other organizers and not duplicate, download and publish to distribute the content of the web site without a license unless specific permission is granted to you only for purposes of processing of purchase. The entire content of this website is a property of the Company.

3. PRIVACY POLICY. Company respects your privacy and permits you to control the treatment of your personal information in your personal or business profile, by deleting your account or by sending us an e-mail to be forgotten to dpo@tiqs.com.

National legislation and the services we provide require us to collect some of your personal data for purposes of handling any particular (financial) transaction. With respect to your privacy, we use least of personal data only for purposes of the business activity as authorized by you. We will not sell or rent your personal data to third parties nor will we give access to personal data without your authorized consent. However, as described in more detail in Part C below, there are limited circumstances in which some of your personal data will be shared with third parties, under strict restrictions subject to your consent and for purposes of processing the service by the Company.

This statement regarding the privacy of the personally identifiable information you provide online to Tiqs B.V. covers six key areas: (A) Background, (B) Information We Collect, (C) Use and Disclosure of Information, (D) Safety of Information, (E) Access to and Modifying your Information, and (F) Contact Us.

When you are required to register to use or access the Site or Service, you must complete the process by providing the complete and accurate information requested.

You will be responsible for giving inaccurate and incomplete information. You are entirely responsible for maintaining the confidentiality of your own information as well. You may not use the account, username, or password of someone else at any time and represent yourself to be a third party. You agree to notify Company immediately on any

unauthorized use of your account, user name and critical store bio or geo-graphic information, which forms part of the embedded data capable or being separated stored.

Company shall not be liable for any loss that you incur as a result of someone else using your information, either with or without your knowledge. You may be held liable for any losses incurred by Company, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of your account with your knowledge.

3.1 WE COLLECT THE FOLLOWING TYPES OF DATA / MODE AND PLACE OF PROCESSING THE DATA. Company collects your personal data located in our database in The Netherlands during the registration process when you purchase or use our service.

Company processes personal data on behalf of its customers (users), Merchants (a business, hospitality accountholders who uses the Company service), by offering them the possibility to download the personal data via their Tiqs B.V. back office account from the database.

Your data will only be made available by Company for processing of its business, including different products and services as well. Consequently, Company can be regarded as a data "processor" for this processing and will act as the "controller" both within the meaning of the European Privacy Directive (1995/46). It is the Merchant, Partner and or Affiliate of Company who is responsible for the lawful protecting and processing of your personal data so please refer to the privacy policy of the relevant Merchant and/or affiliate for information while processes the data through Company service.

Company ensures that data privacy is taken very seriously by us, our Merchants, Partners and/or affiliates. Company is, however not responsible for the lack of compliance by the Merchants, Partners and/or Affiliates with respect to your data.

Company uses the collected (personal) data for making personalized offers with our Merchants, Partners and/or Affiliates and to make our own service faster and easier, but not limited to only comply with the requirement of efficient processing of the service of our platform. When using the collected data for optimization the collected (personal) data is anonymized.

By agreeing to our Terms and Conditions of Use and proceeding with it during your registration and/or use, you accept the terms of this Privacy Policy, which implies explicitly that you agree with this agreement of use and disclosure of your (personal) information in the manner as described in this Privacy Policy.

This Privacy Policy has been in force since in the inception and is being updated as required by the GDPR (General Data Protection Regulation).

Please note that your information will be stored on servers located in the Netherlands. The use of this information is limited and regulated by Dutch law and if you have agreed to our Terms by Dutch law.

3.1.1 The Information We Collect, required information. To fully process a transaction and/or usage via the Company software platform we can ask you for the following personal information: name, surname, address, zip code, city and country, email address, telephone number, gender and date of birth. This information and requirement are necessary for completion and integrity of the transaction and/or service provided.

Among the types of Personal, including is applicable geo-bio-graphic data collected, Company web site collects, by itself or through third parties the following information as well, (login/use) IP Address, and/or other related information, like period of attendance at a location, times and location of login (chain of security) Other Personal Data where utilized, is explained through the fabric of the web site.

The Personal Data can be freely provided by the User, or collected through the Site, during processing of transactions and/or service, by using different products of the Company and/or collection of data authorised by you through third parties. The data collected are processed through Cookies, other tracking tools, or by third-party Company's.

Our use of "Cookies". "Cookies" are small files of data that you have on your computer and/or mobile device and/or other device where Cookie technology is supported Cookies allow us to store individual settings, recognise you when you return to our site using the same device and browser. Cookies enable us to process and collect information about the use of our services and to improve and adapt our service to the needs of our visitors and their devices.

Data collected and stored in Cookies is for the individual users of our services preferences, for the sole purpose of providing adequate service required by the user of our service.

You are responsible regarding giving your own Personal Data to third parties and give your consent for the personal data obtained, published or shared and confirm that the data can be provided by you and/or representing third party.

We need to collect this data for the reason, to correspond with you about Company services and or products, to share your data in strict relation of the offered service and in every individual service and or product case, after acquiring your explicit consent to this case, without the process to provide personal data multiple times, when applicable with a third party, the status of your transaction, to send you the (digital) goods you requested, to get in touch with you in the event there is a problem with your order or with another Company platform usage, the Merchant, Partner and/or Affiliate and to determine whether you are eligible to be allowed to engage in a transaction, and/or purchase and/or make use of the service. To contact you strictly for these purposes and not for any other purposes parse.

3.2 Additional information. At the request of our Merchants, Partners and/or affiliates, we may ask you for more personal information or preferences to the extent required by them to complete the integrity of the transaction and the required procedures.

At their request we may refuse your application, transaction or demand of the service if you do not provide us with the required information or preferences or unless you refuse to provide the information necessary to complete the transaction. Any such additional

personal data will also be processed by us on behalf of them in accordance with this Privacy Policy.

3.2.1. Use and Disclosure of Information. Internal use: We collect, store and process your personal information on our own servers in the Netherlands. We use the information we collect about you in order to (a) provide our services and process your transactions, (b) to provide customer service, and (c) to improve our services on behalf of the Merchant and/or affiliate. We only give our employees who need the information to offer our service to you access and under these circumstances and not otherwise

3.2.2 Disclosure to third parties. Company will not share your personal data with third parties, except when required to fulfil the process of any service provided by the Company, as Payment Service Providers necessary to complete any financial transaction and the integrity of such transaction and through other required processors.

- Pay.nl
- PayPal (Europe) Sarl & Cie, SCA
- DHL

As described below and as described in the following limited circumstances. These third parties are limited by law or by contract from using the information for secondary purposes other than for which the information is shared and authorized by the purchaser.

Tiqs B.V. is entitled to share your personal information with the following parties:

- Financial institutions required for processing your payment (the PSP's);
- Fulfilment by others, such as for purposes of postal fulfilment which require data corresponding to address data and mobile fulfilment which require data corresponding to mobile phone numbers;

3.3 MODE AND PLACE OF PROCESSING THE DATA. Merchants and/or affiliates who have an agreement with Tiqs B.V., then under such an eventuality the Merchant has via Tiqs B.V. access to your information in order to deliver the purchased service. However, this information may only be used as described in the General Terms and Conditions of Tiqs B.V., which form part of the agreement between us pursuant to your acceptance of the same as part of your registration with us. In addition, Tiqs B.V. will only share your personal data in accordance with the applicable local Dutch Law and if you have agreed to our Dutch terms in such a condition or the law where the transaction is being consummated or finalized. This includes disclosures on the following basis: (a) we may disclose your personal information to appropriate third parties, who we believe in good faith are investigating fraud or other illegal activity, or to conduct investigations into violations of our Agreement. This occurs in situations, including but not limited to, for the purposes of criminal proceedings, investigations by credit card companies or the police for payment fraud to prevent terrorism or for the enforcement of intellectual property rights. (b) we may provide information in response to a (court summons, warrant, court order, levy, restraining order of a court-appointed curator or other comparable legal processes as required by law, including any summons from private parties in a civil case. (c) we may disclose information to your agent or legal representative (such as the holder of a power of attorney that you granted or a guardian appointed to you). (d) we may share aggregated (but not individual) statistical data with our business partners or for public relations purposes (for example publication that a percentage of our Merchants

and/or affiliates makes use of a certain payment methods). (e) as with any other business, it is possible that Tiqs B.V. could merge with or be acquired by another company in the future. If such an acquisition occurs, subject to applicable law, the successor company would have access to the information maintained by getting Tiqs B.V., including personal secured data, but the acquiring company will continue to be bound by this Privacy Policy. (f) we may share your information with our parent company, subsidiaries and joint ventures for the coordination of the services we provide and for training purposes as well, to enforce our terms and conditions and promote confidence, safety, integrity and security.(g) to offer our Merchants and/or affiliates our service, we may share your transaction status information and transaction identifiers with the Merchants and/or affiliates you pay. We do not share bank details or credit card information. (h) to offer our service to our Merchants and/or affiliates we share your personally identifiable information with our Merchants and/or affiliates. Both the required information and the additional information is not sharing with bank details and credit card information and not even under circumstances when the bank account information and credit card information is redacted. Tiqs B.V. will contact you with your personal information and send messages to you in cases where there is a change in status of Purchase Rights, reporting the status of the payment, or a payment error or matter dealing with payment fraud or unauthorised fraudulent activity.

3.4 Retention time. For purposes of brevity of convenience and clarity, the Data is kept for the time necessary to provide the service requested by the User and as described for the purposes of these terms and conditions. You as a User can always request that the Data Controller suspend or remove the data to our Data Protection Offices (DPO@tiqs.com)

3.5 FACEBOOK PERMISSIONS ASKED BY THIS APPLICATION. This Application may ask for some Facebook permissions allowing it to perform actions with the User's Facebook account and to retrieve information, including Personal Data, from it. For more information about the following permissions, refer to the Facebook permissions documentation and to the Facebook privacy policy. The permissions asked are the following:

3.5.1 Basic information

For purposes of brevity of convenience and clarity, by default, this includes certain User's Data such as id, name, picture, gender, and their locale. Certain connections of the User, such as the Friends, are also available. If the User has made more of their Data public, more information will be available

3.5.2 Email

Provides access to the User's primary email address.

3.6 THE PROCESSING OF PERSONAL DATA

Personal Data is collected for the following purposes and using the following services:

3.6.1 Analytics

The services contained in this section enable us to monitor and analyse web traffic and can be used to keep track of User behaviour as authorized by your and third parties.

3.6.2 Google Analytics (Google Inc.)

Google Analytics is a web analysis service provided by Google Inc. (“Google”). Google utilizes the Data collected to track and examine the use of this Application, to prepare reports on its activities and share them with other Google services. Google may use the Data collected to contextualize and personalize the ads of its own advertising network. Personal Data collected: Cookie and Usage data. Place of processing: USA – Privacy Policy – opt Out

3.6.3 Google Tag Manager (Google Inc.)

Google Tag Manager is an analytics service provided by Google Inc. Personal Data collected: Cookie and Usage data. Place of processing: USA – Privacy Policy

3.7 Information Security

Tiqs B.V. is committed to processing your personal information in accordance with required security standards. As noted above we restrict access of your personal information to employees who need the information to offer our service to you and we maintain physical, electronic and procedural safeguards that comply with the European laws and regulations to guard your personal information. We regularly test our security systems, including but not limited to, our security standard PCI DSS (Payment Card Industry Data Security Standard).

The security of your information at Tiqs B.V. is also protected through your Tiqs B.V. password and you should not share your password with other under any circumstances to maintain the privacy of your own personal account and related information. We will never ask you to send us your password or any other sensitive information to our e-mail address, although we might ask you to enter this information on the website of Tiqs B.V. All transactions of personal information, both for you and for others, happen via a secure channel (SSL protocols). We urge you to check the authenticity of the certificates to ensure safety of the connection to our servers with respect on ongoing transactions.

3.7.1 Access to and Modifying your Information

You can evaluate the personal information that you provide to us yourself and apply any desired change on your information, or to the settings of your Tiqs B.V. account at any time by logging into your account on the Tiqs B.V. website and changing your preferences on the Profile Page at all times.

If you wish to know what Tiqs B.V. has collected about you or you wish to change data that you cannot change yourself in your account, you can send an email to DPO@Tiqs.com Tiqs B.V. will provide you with the information within four (4) weeks and a status update at the earliest

3.7.2 Contact Us

If you have any questions about this Privacy Policy please contact us using the contact details mentioned below.

Tiqs B.V. Kenauweg 14 2331 BB Leiden The Netherlands. info@tiqs.com

4. COMPLIANCE WITH INTELLECTUAL PROPERTY LAWS. When accessing the Site or using the Service, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Service and the Site is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You



agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content (collectively, Content) in violation of Company's or any third party's copyrights, trademarks, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of company's or third party rights caused by any Content you provide or transmit, or that is provided or transmitted using your User ID. The burden of proving that any Content does not violate any laws or third-party rights rests solely with you.

5. INAPPROPRIATE CONTENT. You shall not make the following types of Content available. You agree not to upload, download, display, perform, transmit, or otherwise distribute any Content that (a) is libellous, defamatory, obscene, abusive, or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; or (c) advertises or otherwise solicits funds or is a solicitation for goods or services. You further agree not to upload, download, display, perform, transmit, or otherwise distribute to the Site or Service any surveys, contests, pyramid schemes, chain letters, junk mail, spam, unsolicited messages, viruses, trojan horses, worms, time bombs, cancelbots, corrupted files, or similar software. You also agree not to use metatag searches of the Site or the Service or create a false identity for the purpose of misleading others. Company reserves the right to terminate your receipt, transmission, or other distribution of any such material using the Site or the Service, and, if applicable, to delete any such material from its servers. Company intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Use or of any applicable laws.

6. COPYRIGHT INFRINGEMENT. Company has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Site or with the Service. Company has adopted a policy that provides for the immediate suspension and/or termination of any Site or Service user who is found to have infringed on the rights of Company or of a third party, or otherwise violated any intellectual property laws or regulations. Company's policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Company to delete, edit, or disable the material in question, you must provide Company with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Company to locate the material; (d) information reasonably sufficient to permit Company to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to Company's designated agent at:
Manager of Website Affairs and DPO ("Data Privacy Officer")

7. ALLEGED VIOLATIONS. Company reserves the right to terminate your use of the Service and/or the Site. To ensure that Company provides a high quality experience for you and for other users of the Site and the Service, you agree that Company or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of the Site or the Service. Company does not intend to disclose the existence or occurrence of such an investigation unless required by law, but Company reserves the right to terminate your account or your access to the Site immediately, with or without notice to you, and without liability to you, if Company believes that you have violated any of the Terms of Use, furnished Company with false or misleading information, or interfered with use of the Site or the Service by others.

8. NO WARRANTIES. *COMPANY HEREBY DISCLAIMS ALL WARRANTIES.* COMPANY IS MAKING THE SITE AVAILABLE AS IS WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE OR THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE SITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

9. LIMITED LIABILITY. IN NO EVENT SHALL COMPANY BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO YOU BY COMPANY. This limitation shall apply regardless of whether the damages arise out of breach of contract, tort, or any other legal theory or form of action.

10. AFFILIATED SITES AND THIRD-PARTY CONTENT. Company has no control over, and no liability for any third-party websites or materials. Company works with a number of partners and affiliates whose Internet sites may be linked with the Site. Because neither Company nor the Site has control over the content and performance of these partner and affiliate sites, Company makes no guarantees about the accuracy, currency, content, or quality of the information provided by such sites, and Company assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those sites.

Similarly, from time to time in connection with your use of the Site, you may have access to content items (including, but not limited to, websites) that are owned and/or posted to the Site or the Service by third parties. You acknowledge and agree that Company makes no guarantees about, and assumes no responsibility for, the accuracy, currency, content, quality or unlawfulness of this third-party content, and that, unless expressly provided otherwise, these Terms of Use shall govern your use of any and all third party content. Any User Content, including, but not limited to, information, website links, opinions, statements, services, advice, offers, or other content posted on this Site by any person or entity, including, but not limited to, manufacturers, distributors, users, or others, are those of that person only and do not state or reflect the content, information,

opinions, statements, services, advice or offers of Company. Any references to any commercial products or services by trade name, trademark, manufacturer, or otherwise, do not constitute or imply its endorsement, recommendation, or favouring by Company.

11. PROHIBITED USES. Company imposes certain restrictions on your permissible use of the Site and the Service. You are prohibited from violating or attempting to violate any security features of the Site or Service, including, without limitation, (a) accessing content or data not intended for you, or logging onto a server or account that you are not authorised to access; (b) attempting to probe, scan, or test the vulnerability of the Service, the Site, or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Site or Service, overloading, flooding, spamming, mail bombing, or crashing; (d) using the Site or Service to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Service; or (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Company in providing the Site or Service. Any violation of system or network security may subject you to civil and/or criminal liability.

12. INDEMNITY. You agree to indemnify Company for certain of your acts and omissions. You agree to indemnify, defend, and hold harmless Company, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the Site, your violation of these Terms of Use, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. Company will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

13. GOVERNING LAW. These Terms of Use shall be construed in accordance with and governed by Dutch laws of Netherlands. You hereby irrevocably consent to Laws of Netherlands in all disputes arising out of or related to the use of the Site or Service. Explicitly the court of The Hague is chosen.

14. Mediation/ Arbitration/ Litigation. All disputes between the parties will be mediated to the fullest extent unless litigation form an essential part of the claim which needs to be adjudicated and the dispute cannot be resolved through Mediation first and then an arbitration process.

15. SEVERABILITY; WAIVER. If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

16. NO LICENSE. Nothing contained on the Site should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by Company or by any third party.

17. MODIFICATIONS. Company may, in its sole discretion and without prior notice, (a) revise these Terms of Use; (b) modify the Site and/or the Service; and (c) discontinue the Site and/or Service at any time. Company shall post any revision to these Terms of Use to the Site, and the revision shall be effective immediately on such posting. You agree to review these Terms of Use and other online policies posted on the Site periodically to be aware of any revisions. You agree that, by continuing to use or access the Site following notice of any revision, you shall abide by any such revision.

18. ENTIRE AGREEMENT. This Agreement shall serve as the entire Agreement between You and Company.

19. ACKNOWLEDGEMENT. BY USING THE SERVICE OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO THE TERMS MENTIONED IN THIS AGREEMENT, THEN YOU MUST DISCONTINUE THE USE OF THE SITE AND/OR SERVICE.