

SPECIFY YOUR ACTIVITY

TICKET COMPLIMENTS MEAL VOUCHER BENEFICIARIES WILL THEN BE ABLE TO FIND YOU EASILY



IMPORTANT:

Please tick the boxes that match your activity. Ticket Compliments beneficiaries can use these categories to find your business in our search engine.

Should your details change, please contact us to keep your information up to date in our database at all times.

Trading name (if you belong to a group):

Segment: Retail Wholesale

Subsegment:

- Food chain franchise
- Food chain integrated
- Wholesaler franchise
- Wholesaler integrated

PRODUCT TYPE(S): tick the box(es) that match(es) your activity.

- Sport
 - Sports equipment / clothing
 - Sports club / sports centre
 - Bicycles
- Culture
 - Entertainment
 - Museum
 - Theatre
 - Art academy
 - Library
- Other
- Specialist food
 - Supermarket/Minimarket
 - Drink/Wine/Spirits
 - Sweets / Chocolates
 - Grocery / Fruit and vegetables
 - Restaurant
- Electronics / Telecoms / HIFI
 - Household appliances
 - Multimédia (audio, photo, PC, téléphone, TV, video, ...)
- Leisure
 - Theme park
 - Cinema
 - Records / Music / Films
 - Games and toys
 - Bookshop / Stationery
 - Wildlife park
- Family / House / Garden
 - Products for animals
 - Products for babies / Children
 - Car
 - Flowers / Garden
 - DIY
 - Kitchen
 - Decoration / Furniture
 - Lighting / Light fixtures
- Fashion / Shoes / Accessories
 - Jewellery / Watches
 - Shoes
 - Clothes / Fashion
 - Bags / Hats / Accessories
- Travel / Hotels
 - Hotels
 - Travel
 - Petrol station
- Perfume and cosmetics / Well-being / Eye care
 - Well-being
 - Eye care
 - Perfume and cosmetics store / Chemist

These general terms and conditions of affiliation ('General Conditions') and the special terms and conditions of affiliation ('Special Conditions'), the latter taking precedence over the former in the event of contradiction, together form the affiliation contract ('Contract') between Edenred Luxembourg SA ('Edenred') and the merchant ('Merchant') which accepts paperless service vouchers as defined in the Special Conditions as a means of payment, thus enabling the beneficiaries of the Vouchers, who are employees of Edenred's customers, to pay for products and/or services sold by the Merchant with the Vouchers. The Contract supersedes any existing contract, agreement or understanding between the Parties and exclusively governs the commercial relationship between Edenred and the Merchant in relation to its purpose. The Merchant unconditionally waives its own terms and conditions, irrespective of their name and when they are sent to Edenred.

« Account »	A personalized and secure space on the Application for the Merchant, allowing it to monitor the status of completed Transactions at any time.
« Mastercard Acquirer »	The Merchant's bank, or other financial institution, or other payment service provider that refund Mastercard Scheme Transactions to the Merchant.
« Applicable Law »	Existing and future rules, laws and regulations, irrespective of their name, that apply to the Vouchers, Services and this Contract.
« Application »	The internet platform developed by Edenred and made available to the Merchant, enabling the latter to view the Transactions carried out at its Points of Sale in the Edenred Scheme. The Application is accessible to the Merchant using personalized access codes.
« Commission »	The Price component, as a commission, for Transactions made in the Mastercard Scheme, for providing access to the Mastercard Scheme
« Confidential Information »	All information, in whatever form, (i) communicated between the Parties under the Contract, (ii) in relation to Users, including Data, (iii) explicitly designated by the Parties as confidential information or (iv) which, by its nature, must reasonably be treated as confidential.
« Contract »	The Special Conditions, including the General Conditions, signed by the Merchant and Edenred.
« Edenred Network »	All the Merchants who have accepted Vouchers as a payment instrument at their Points of Sale.
« Edenred Scheme »	The payment scheme (i) where Edenred is the card issuer, (ii) which exclusively contains Edenred's own payment functionality (for a Transaction) and therefore (iii) where the refund of said Transactions is given by Edenred.
« Edenred Transaction Fees »	The Price component, as a fee, for Transactions made under the Edenred Scheme.
« Entry Fee »	The Price component, as a one-off administrative fee, at the start of the Contract.
« Force Majeure »	Any event or circumstance, including, but not limited to, fire, explosion, epidemic, action of the elements, war, riot, strike by the government or its agents, or any similar cause, beyond the reasonable control of the Party affected by such event or circumstance.
« Intellectual Property Rights »	All intellectual property rights, including logos, trade names, trademarks, copyrights, patents, technologies, trade secrets and Confidential Information, concerning or relating to the Vouchers and/or the Services.
« Licence »	The Price component, as an annual licence to join the Edenred® Network.
« Mastercard Acquirer »	The Merchant's bank, or other financial institution, or other payment service provider that will refund Mastercard Scheme Transactions.
« Mastercard Scheme »	The payment scheme (i) where Edenred is the card issuer but (ii) which allows the User to choose other payment functionalities (e.g. MasterCard, Google Pay, Apple Pay, etc.) and, if the User chooses another payment functionality for a Transaction (iii) where the refund of said Transactions is given by a Mastercard Acquirer.
« Points of Sale »	The Merchant's points of sale, physical and/or online, mentioned in or attached to the Special Conditions.
« Price »	The remuneration, commission, licence and/or fees as defined and set in the Special Conditions.
« Products »	The services and/or goods offered for sale by the Merchant to consumers/Users.
« Services »	Services related to the acceptance of the Merchant in the Edenred Network, the management of the Voucher System, the integration of the Voucher System in the Terminals, the Application, or any other service provided by Edenred to the Merchant.
« Terminal »	Equipment for making payments with Merchants using electronic payment cards, including the Edenred card.
« Third-party Provider »	Any third-party service provider that may provide goods and/or services related to the Transactions and/or Services, including the supplier of the terminals and the Mastercard Acquirer.
« Transaction »	The purchase of a Product by a User from a Merchant.
« User »	Employees of Edenred's customers who make Vouchers available to their employees, in accordance with Applicable Law.
« Voucher (System) »	The (System of) electronic service vouchers (Ticket Restaurant, Ticket Compliments and any new similar product or service that Edenred launches in the future) which allow(s) Users to pay for Transactions relating to Merchants' Products with the Vouchers.

1. PURPOSE OF AFFILIATION - AFFILIATION

- 1.1. Affiliation entitles the Merchant approved by Edenred, within the limits and under the conditions set out below, to state that it belongs to the Edenred Network and to obtain refunds for Vouchers received by the Merchant in payment for its Products.
- 1.2. Edenred is free to accept or refuse any application for affiliation and is under no obligation to justify its decision.
- 1.3. In the event that an Entry Fee is agreed in the Special Conditions, the Merchant's affiliation to the Edenred Network will be suspended until the Entry Fee is paid.

2. PRODUCT DESCRIPTION

- 2.1. Edenred issues, markets and/or distributes Vouchers under the trade names *Ticket Restaurant*, *Ticket Compliments* (or any other paperless voucher products that Edenred replaces them with or adds).
- 2.2. The Vouchers may only be used for Transactions involving Products, as defined by Applicable Law (for each type of Voucher).
- 2.3. Vouchers may be issued (i) on any medium, including a payment card, (ii) in a fully paperless manner, including via mobile application, internet, or (iii) any other payment functionality to be developed in the future.
- 2.4. Changes to the visual and/or technical characteristics of the Vouchers may be made, or any new form of Vouchers may be introduced at any time by Edenred. They will be communicated to the Merchant prior to their application.
- 2.5. It is understood that any Transaction carried out with a card or on mobile sites or applications may be subject to the additional terms and conditions of Third-party Providers (e.g. *Google Pay*, etc.), including the Mastercard Acquirer.
- 2.6. Provision of Transaction and invoice tracking facilities: the Application enables tracking of (i) Transactions made with Vouchers and (ii) Edenred invoices. Within the framework of provision of the Application, the Merchant appoints a manager who will be able to access the Merchant's Account by entering the information it has used to create this Account. The Merchant acknowledges that it has been duly informed and expressly accepts that the right of access it enjoys is personal, confidential, and non-transferable. Consequently, the Merchant is solely responsible for any use of its Account by the manager it has designated or any third party who has accessed its credentials. Any use of its credentials shall be deemed to constitute its own use, unless it can prove otherwise.
- 2.7. Refund of Transactions to the Merchant: Except in the case of significant or repeated fraud on Transactions or invalid Transactions (see article 5), Edenred will handle refunds of Transactions made under the Edenred Scheme.

3. TECHNICAL REQUIREMENTS OF THE VOUCHER SOLUTION

- 3.1. The Merchant agrees to implement at least one of the technical requirements for acceptance of the Voucher System listed below.
- 3.2. For acceptance of Vouchers in the Edenred Scheme:
 - a) a fully functioning Terminal that is included in the list of Third-party Providers and compatible models, available at <https://support.edenred.lu/hc/fr/articles/360000993753-Sur-quels-terminaux-de-paiement-fonctionne-la-carte-Edenred> ;
 - b) affiliation to a mobile payment service partner of Edenred.
 - c) affiliation with one or more of Edenred's partner online ordering services, a full list of which can be viewed on the Edenred website.
 - d) direct integration of the online payment service Edenred Direct Payment Services on the Merchant's e-commerce website (subject to separate special terms and conditions).
- 3.3. For acceptance in the Mastercard Scheme:
 - a) a fully functioning Terminal on which the Mastercard Scheme is activated and a Mastercard transaction acquisition contract from its Third-party Provider and/or Mastercard Acquirer.
 - b) an e-commerce website offering to accept transactions in the Mastercard Scheme and a Mastercard transaction acquisition contract with its Third-party Provider and/or Mastercard Acquirer.
- 3.4. The Merchant shall do everything necessary and useful to make acceptance of the Vouchers available to Users through all technical means for which the prerequisites are in place in its Point of Sale. The Merchant is prohibited from installing software, whether proprietary or not, on its Terminal, e-commerce website or Edenred partner applications, the purpose or effect of which is to limit, prevent or make it more difficult to accept Vouchers presented by Users.
- 3.5. The Merchant undertakes to comply with the provisions binding it to its Third-party Provider, to ensure adequate maintenance of the Terminals, and to ensure that the risk of fraud is limited.
- 3.6. The Merchant agrees that its company data (name, VAT, address and technical identifier with Edenred) may be exchanged with Edenred's partners (e.g. for mobile payment or online ordering services) in order to activate the acceptance of the Voucher System. The Terminals must guarantee (i) the integrity and confidentiality of the data transmitted between the Merchant and Edenred (for example by setting up an encrypted link), (ii) the integrity of the Transactions (with systems to prevent and combat attempts at intrusion and compromise) and (iii) no sensitive data stored or otherwise, the implementation of an appropriate level of data protection (encryption procedure, etc.).

4. MERCHANT'S OBLIGATIONS

- 4.1. Acceptance of Vouchers
 - a) The Merchant undertakes to accept, at its Points of Sale mentioned in the Special Conditions and during their opening hours, all authentic and valid Vouchers presented to it, and to supply the Products in return for payment made by means of these Vouchers. The Merchant may not impose any conditions on payment by Vouchers (such as price mark-ups, minimum Transaction values, direct debit, guarantee etc.) which would result in a difference in treatment that would disadvantage Voucher Users compared to holders of other means of payment.
 - b) Vouchers cannot be exchanged for cash under any circumstances.
 - c) Vouchers are splittable and have a limited validity period in accordance with Applicable Law. The validity period begins when they are placed in the Users' Voucher account. If Edenred's approval is withdrawn or lapses, the Vouchers remain valid until the date of expiry of their period of validity.
 - d) The Merchant is solely responsible for any use of the Vouchers that is contrary (i) to Applicable Law pertaining to the type of Voucher defined in the Special Conditions and (ii) to the provisions of the Contract.
- 4.2. Instructions
 - a) The Merchant must comply with the instructions received from Edenred for the processing and acceptance of Vouchers as defined in the Contract and any updates provided by Edenred.
 - b) Edenred reserves the right to make any changes or improvements it deems necessary for the development and protection of the Voucher System. The Merchant agrees to accept these changes or improvements and to allow their application on the equipment installed on its premises.
- 4.3. Fraude

The Merchant undertakes to:

 - a) inform Edenred immediately in the event of any actual or suspected fraud in relation to the Vouchers;
 - b) give its full support and cooperation to Edenred in the event that Edenred suspects fraudulent activity in relation to Vouchers and decides to contact the police and generally any competent authority so that an investigation or enquiries may be carried out;
 - c) take all necessary and appropriate steps to prevent fraudulent activity in relation to the Vouchers from occurring and to stop fraudulent activity in relation to the Vouchers.
 - d) The Merchant shall be deemed liable for direct and indirect damage arising out of or in connection with the fraudulent use of the Vouchers if the Merchant's Point of Sale is identified as having previously been used for a similar fraudulent use.
- 4.4. Advertising
 - a) The Merchant will prominently display in its Points of Sale, as well as on the Terminals, advertising materials provided by Edenred to ensure significant visibility of the Vouchers and to encourage the use of the Vouchers in its Point of Sale.
 - b) The Merchant may not, without Edenred's prior written consent, disseminate, in any way, its own advertising material, mentioning the Vouchers, the related technologies, the name(s), logo(s), brand(s) or any other element(s) of our Intellectual Property Right that it knows or should know belong to Edenred, and more generally to the group to which Edenred belongs.
- 4.5. Information

The Merchant undertakes to inform all of its staff of the existence of Vouchers and to train them, drawing their attention in particular to the principle of Vouchers, and their use and the Applicable Law. Under no circumstances may Users suffer from a lack of information on the part of the Merchant or its staff.
- 4.6. Change of situation
 - a) The Merchant undertakes to notify Edenred immediately of any change in its situation, such as the updated data relating to all its Points of Sale, so as to enable Edenred to update these immediately (in particular changes, additions and deletions of Points of Sale), the cessation of its activities (for whatever reason), the transfer of its business, judicial reorganization, temporary or definitive suspension, bankruptcy, changes to its activities, legal form, company name, etc.
 - b) Any breach of this provision entitles Edenred to terminate the Contract as of right and without notice, as well as any other agreement concluded between the parties, without prejudice to Edenred's right to claim compensation from the Merchant for any loss suffered as a result of the breach.
 - c) Any change in the Merchant's situation entitles Edenred to terminate the Contract without notice or compensation.
- 4.7. Failure to comply with the Contract, the Applicable Law, or the applicable acceptance standards, can result in the refusal to authorize the Transaction, or even the suspension of the Merchant's affiliation to the Edenred Network, and/or the termination of the Contract without any liability for Edenred.

5. INVALID TRANSACTIONS

- 5.1. The following Transactions are not valid
 - a) made in breach of the Contract or Applicable Law;
 - b) which, for whatever reason, are cancelled;
 - c) for which Users prove that they have not purchased the Products that are the subject of a Transaction or that a Transaction is not shown on the corresponding proof of purchase.
- 5.2. In the event of an invalid Transaction, Edenred is entitled (i) for Edenred Scheme Transactions, to deduct the amount of the invalid Transaction from the refund to the Merchant of the Transactions or, (ii) for Mastercard Scheme Transactions, to invoice the amount of the invalid Transaction to the Merchant or, in case that the Merchant also accepts le Edenred Scheme, to deduct the amount of the invalid Transaction from the refund to the Merchant of the Edenred Scheme Transactions and/or (ii) to terminate the Contract with immediate effect and without compensation to the Merchant.

6. REFUND OF TRANSACTIONS

- 6.1. Terms of reimbursement of Transactions: Edenred (Edenred Scheme), or the Mastercard Acquirer appointed for this purpose by the Merchant (Mastercard Scheme), will pay the amount of the Transactions into the Merchant's bank account (as indicated in the Special Conditions), within five working days, if applicable, after deduction of the Price (see Article 7). The Merchant must inform Edenred immediately of any change in its bank account, by registered letter or via the contactform available at www.edenred.lu.
- 6.2. Valuation of reimbursable Transactions: The valuation of Transactions by Edenred and the results obtained by Edenred shall prevail over any results obtained by the Merchant and shall alone be decisive between the Parties, the Merchant waiving any right to contest Edenred's results without reservation.
- 6.3. Follow-up of refunds: The Merchant can view the status of the Transactions made in its Points of Sale, the refunds made and, if applicable, the related Edenred Transaction Fees charged, at any time on the Application.

7. PRICE

- 7.1. Price: In consideration of its affiliation to the Edenred Network, the provision of the Mastercard Scheme and/or the processing of Transactions, the Merchant shall pay Edenred the Price as defined in the Special Conditions. The Merchant acknowledges and agrees that other fees or costs may be charged to the Merchant by its Mastercard Acquirer or other Third-party Providers.
- 7.2. Indexation: The Price is adjusted yearly, in principle on the 1st January, based on the consumption index (general index linked to 01.01.1948) as published by STATEC, according to the following formula: $P = (P0 \times I) : I0$, where:
 - P = adjusted Price
 - P0 = Price defined in the Special Conditions
 - I = STATEC index applicable on the Effective Date
 - I0 = STATEC index applicable in the month preceding the indexation
 The adjusted Price P will however never be lower than the Price applicable at the date before the price adjustment.
- 7.3. Documentation: In support of the Price to be paid by the Merchant, Edenred will provide the Merchant with
 - a) A daily summary of the Transactions made, sent in principle on a weekly basis, and, as the case may be, the deductions made for Edenred Transaction Fees and/or Commissions due;
 - b) Commissions: an electronic invoice, in principle monthly.
 - c) Entry Fee: an electronic invoice, at the beginning of the Contract.
 - d) Licence: an electronic invoice at the beginning and at each anniversary of the Contract.
- 7.4. Complaints: Any dispute of the Price debited or invoiced shall be done through registered letter within 30 calendar days from the effective date of the debit or from the issuance of the invoice made by Edenred.

8. PAYMENT

- 8.1. Payment of the Price: The Payment of the Price is made, depending on the type of Transaction concerned:
 - a) Edenred Transaction Fee (Edenred Scheme): by direct debit at the time of reimbursement (made by Edenred) of the Transactions;
 - b) Commissions (Mastercard scheme), Entry Fee and Licence: by SEPA direct debit, in accordance with the template attached to the Contract, within 2 calendar days of the date of the invoice sent monthly to the Merchant;
 - c) The Merchant who accepts both the Edenred Scheme and the Mastercard Scheme in its Points of Sale accepts that the full amount of the Price will be withheld from the amounts to be refunded under the Edenred Scheme, to the extent and insofar as the amounts to be refunded under the Edenred Scheme permit.
- 8.2. Failure to pay the Price: The Merchant's failure to pay, irrespective of the reason, an invoice or a request for payment on the due date and which remains unpaid for 7 working days after the date of the formal payment notice sent to the Merchant, shall result, as of right and without other further notification, (i) in default interest due on and from the due date of the unpaid amount at the rate defined in articles 3 (1) et (2) *de la loi modifiée du 18 avril 2004 relative aux délais de paiement et aux intérêts de retard*, increased with 2%, and (ii) a sum equivalent to 15% of the unpaid amount, with a minimum of 25 EUR.

9. CHANGES to the Price conditions (other than indexation) and/or reimbursement conditions of the Transactions

- 9.1. Edenred is entitled to change at any time, but not more than once per calendar year the Price and/or the reimbursement terms, by giving 45 days written notice to the Merchant.
- 9.2. In the event of refusal of the proposed changes, the Merchant is entitled to terminate the Contract by registered letter at least 15 days before the effective date of the changes as announced in the modification notification sent by Edenred, by giving a 3-month notice period, starting on the announced effective date of the changes. During the notice period, the Price and/or the reimbursement conditions as applicable at the date of termination notice shall continue to apply.
- 9.3. In the absence of an explicit termination by the Merchant according to article 10.2., the announced changes shall be deemed to have been accepted by the Merchant and shall be binding to the Parties as from the announced effective date of the changes.

10. DURATION - TERMINATION

- 10.1. Duration: The Contract is entered into for an indefinite period commencing on the date it is signed by the Merchant, except if otherwise provided in the Special Conditions.
- 10.2. Termination/Resolution:
 - a) Each Party may terminate the Contract at any time by giving at least 3 months' notice to the other Party by registered letter.
 - b) Any failure by a Party (defaulting Party), in tort or under the Contract, which is not remedied by the defaulting Party within 15 calendar days of the formal notice sent to it by the other Party, shall entitle the other Party to terminate the Contract as of right, without prior notice and without compensation to the defaulting Party.
 - c) The Contract will be automatically suspended, or even permanently and immediately terminated by Edenred, to the sole detriment of the Merchant, (i) if the Merchant appears being no longer authorized to accept and be reimbursed for Vouchers or (ii) in the event of significant or repeated invalid, suspicious, or fraudulent Transactions at a Point of Sale of the Merchant.
 - d) Termination of the Contract to the detriment of the Merchant automatically and without notice results in the Merchant's obligation to compensate Edenred for the loss suffered due to or upon this termination, with this loss being fixed at a flat rate equivalent to 3 times the average monthly Price charged and/or invoiced during the term of the Contract.

- 10.3. **End of the Contract:** At the end of the Contract, for whatever reason, the Merchant will be required to immediately remove all Edenred advertising from its Points of Sale, return to Edenred all the documents provided and immediately destroy all copies of them (irrespective of the medium).

11. PERSONAL DATA

- 11.1. The Parties represent and warrant that they comply at all times during the term of the Contract and after its termination with the Applicable Law relating to personal data, more in particular the EU 2016/679 general data protection regulation ("GDPR").
- 11.2. Each Party takes, at its own cost and expense, adequate technical and organizational measures, in particular as required by Article 32 of the GDPR, against the loss or any form of unlawful processing (such as accidental or unlawful destruction, loss, unauthorized deterioration, alteration, access to or disclosure of personal data) in connection with the processing of personal data. If and to the extent required by Applicable Law, the Parties will inform data subjects (e.g., Users) of the processing activities carried out under the Contract.
- 11.3. Nothing in the Contract or its contemplated effects is intended to qualify either Party as a processor or joint controller with respect to the personal data shared by one Party to the other.
- 11.4. The general data processing and protection policy applied by EDENRED is available at <https://www.edenred.lu/fr/privacy-policy>. For questions, requests or complaints concerning the processing of their personal data by EDENRED, the CLIENT or the User may at any time contact the data protection officer at dpo.luxembourg@edenred.com, or file a complaint with the National Commission for Data Protection (CNPD).

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. Each Party remains at all times the exclusive owner of its Intellectual Property Rights, including logos, trade names, trademarks, copyrights, patents, etc., used in connection with the Contract,
- 12.2. Each Party authorizes the other Party to use its logos and to mention the Merchant as a member of the Edenred Network, on any medium (and in particular, without this list being exhaustive, on paper, in digital form or otherwise, including websites and mobile applications) in compliance with the elements that the Party owning these logos has provided for the purpose of promoting the Vouchers and the Edenred Network.
- 12.3. This authorization is valid for the entire duration of the Contract, and for a period of 10 working days from the date the Contract ends for whatever reason.
- 12.4. Each Party guarantees that its logos will not infringe any Intellectual Property Rights that may belong to third parties or that third parties may claim and that it has obtained all the necessary rights and authorizations allowing it to authorize the use of the logos, within the framework of this agreement, and releases the other Party from any liability and guarantees it against any recourse in this context.

13. RETENTION AND ARCHIVING OF TRANSACTIONS - AGREEMENT ON EVIDENCE - CLAIM

- 13.1. Given the confidential nature of the information and in order to avoid any fraudulent use, the Merchant undertakes to keep the data relating to the Vouchers and Transactions under conditions that guarantee their confidentiality and security, for a period of time that is appropriate in terms of security and in accordance with Applicable Law.
- 13.2. The Parties agree that the digital records relating to all the Transactions, and the use of the Account on the Application by the Merchant kept by Edenred, are the sole evidence between the Merchant and Edenred, unless the Merchant provides proof to the contrary (e.g. authentic originals of the merchant receipt). Transactions are archived on a reliable and durable medium.
- 13.3. The Services provided by Edenred are deemed to be compliant unless the Merchant can prove otherwise.

14. FORCE MAJEURE

Neither Party shall be liable towards the other Party if the non-performance of its obligations under the Contract is the result of Force Majeure, provided that the Force Majeure prevents and/or delays the Party concerned from fulfilling its obligations under the Contract and the Party affected is not the direct or indirect cause of the Force Majeure.

15. TRANSFER

The Contract is concluded *intuitu personae* towards the Merchant. Consequently, unless Edenred gives its prior written consent, the Merchant may not transfer all or part of the Contract to a third party. For a period of 3 months from the date of Edenred's notification of its consent to the total or partial transfer of the Contract by the Merchant, the Merchant will remain jointly and severally liable towards Edenred for the proper performance by the transferee of the obligations entered into under the Contract.

16. MISCELLANEOUS - DISPUTE RESOLUTION

- 16.1. If any provision of the Contract is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of this Contract shall remain in full force and effect. Any waiver (express or implied) by any Party of any default or breach of this Contract shall not constitute a waiver of any other or subsequent default or breach.
- 16.2. Edenred cannot guarantee the operation of the Terminals, applications or services made available or provided by the Mastercard Acquirer or any other Third-party Provider, particularly (but not exclusively) with regard to data transmissions (authorization requests, remote collection, etc.) and cannot be held responsible for access difficulties (particularly to the Internet, telecoms, banking network or the authorization center) or any impossibility for the Merchant to carry out Transactions. The Merchant is solely responsible for (i) any disputes that may arise between the Merchant and the User, its customer, in particular if they result from the quality of the Products or from a failure or default committed by the Merchant (or Third-party Provider) related to payment with Vouchers, and (ii) any obligation, in particular financial, vis-à-vis Third-party Providers and/or Mastercard Acquirers. The Merchant, acting both for itself and on behalf of its shareholders, directors, servants, agents and franchisees, for whom it acts as a guarantor, guarantees and holds Edenred harmless against any right, action, or claim that may be brought against Edenred by a third party as a result of or in connection with the performance of the Contract, and in particular as a result of or in connection with the acceptance of the Vouchers and the supply of Products by the Merchant under the Contract.
- 16.3. Edenred is liable for gross negligence and negligence. However, except in the case of fraud or willful misconduct, Edenred's liability is limited (i) to direct damage only, to the exclusion of indirect damage, including (but not limited to) loss of profit, loss of data, damage to reputation, etc., and (ii) to 1/4 of the amount of the Price due to Edenred during the previous calendar year.
- 16.4. The Merchant may direct any questions, requests, or complaints to affiliate-lu@edenred.com. The Parties will always try to settle any complaint or dispute in good faith by negotiation or mediation. If no solution can be found via an alternative dispute resolution, any dispute will be exclusively submitted to the courts of the city of Luxembourg. The Contract is subject to Luxembourg law.
- 16.5. Any legal action under the Contract shall be barred within a period of 12 months from the occurrence of the incident which is the subject of the action.