

TERMS AND CONDITIONS

for using Pluxee Web Portal by clients and users and Pluxee Mobile Application by users

I. GENERAL PROVISIONS

1. Scope

1.1. These Terms and Conditions regulate the main relations between Pluxee, Clients and Users in connection with the creation of an Account and with the use of the Web Portal and/or the Mobile Application and of related Services.

1.2. By creating an Account in the Web Portal and/or in the Mobile Application, the Client or the User gives his consent to the application of these Terms and Conditions in their entirety and he/she confirms that he/she has read the Terms and Conditions and undertakes to comply with them.

2. Definitions

In these Terms and Conditions capitalized words and expressions shall have the following meaning:

"**Pluxee**" is the company Pluxee Bulgaria EOOD, UIC 131085380, VAT No BG131085380, with seat and registered address in Sofia, 1766, Mladost District, residential area Mladost 4, 2 Samara Street, "Advance Business Center" 2 building, 7th floor, office 02.

"**Client**" is the legal entity-employer with which Pluxee has a contract for the issuing, delivery and loading of Vouchers to the benefit of the Users, as well as each person who is using the Web portal on behalf of the Client.

"**User**" is the natural person who is working under labour contract or under management contract for the Client, to which the Client has provided Vouchers and who uses the Web Portal or the Mobile Application.

"**Vouchers**" are the food vouchers under art. 209a of the Corporate Income Tax Act, with trade name "Food Vouchers", issued by Pluxee in accordance with Ordinance No 7 of 09.07.2003 on the terms and conditions for issuing and withdrawal of a permit for carrying out activity as a food voucher operator and on the performance of activity as operator (Published in SG No 66 of 25.07.2003).

"**Card**" is the electronic carrier on which Vouchers are loaded.

"**Transaction**" is each transaction or other operation made by using the Card within the network of Commercial Sites. Each Transaction reduces the available balance on the Card.

"**PIN**" is confidential four-digit number which shall be used for authorizing Transactions with the Card.

"**Commercial Site**" is any restaurant, quick service establishment or food trading establishment, including a grocery store, supermarket, hypermarket or other establishment operating in accordance with the requirements of the Foodstuff Act, including their respective websites, in which Vouchers are accepted based on service contract with Pluxee.

"**Web portal**" is the Pluxee web portal, available to Users at the address: consumers.pluxee.bg and to the Clients at the address: cards.pluxee.bg.

"**Mobile Application**" means the Pluxee mobile application for Users of Cards, which can be downloaded from Google Play Store or Apple Store.

"**Services**" are the services and functions of the Web Portal and of the Mobile Application that are available to Users and to the Clients depending on their profiles.

"**Account**" is the Account that must be created by the User in order to access the Web Portal or the Mobile Application and in order to use the Services available therein.

"**POS**" is an electronic terminal, software or other technological solution, allowing the User to perform Transactions by using the Card, including when the POS is equipped by contactless reader which allows the performance of Transaction by approaching the Card to the contactless reader.

"**Personal Data**" are any information related to an identified natural person or to a person who can be directly or indirectly identified by an identifier or by one or more factors specific to that person, provided to Pluxee by the User or by the Client.

A "3DS" dynamic password is a unique, one-time valid code that, together with confirmation and traceability of transaction history, serves to authenticate the user's identity and confirm an Internet transaction.

3. Access to Services

3.1. In order to be able to use the Web Portal, the User and the Client shall have an e-mail address, an Internet connection and a computer configuration corresponding to the minimum technical requirements established by Pluxee.

3.2. In order to be able to use the Mobile Application, the User shall have an e-mail address, an Internet connection and a mobile device with an Android or iOS operating system.

3.3. The User, respectively the Client, is fully responsible for acquiring and for the maintenance of the necessary equipment, software and Internet connection for accessing the Services. Pluxee shall not be responsible for the inability of the User, respectively the Client, to use the Services due to inconsistency or poor operation of the User's or of the Client's equipment or software, or due to a lack or interruption of the Internet connection with the User's or Client's device.

3.4. Pluxee will use its best efforts to ensure uninterrupted access to the Services. Notwithstanding the foregoing, Pluxee assumes no responsibility for temporary interruptions of access or of individual Services due to technical breakdowns, technical support or force majeure circumstances.

4. Creating and using an Account

4.1. The creation of an Account is carried out by the User, respectively the Client, by completing a registration form with required information. The processing of information containing User's or Client's Personal Data is made in accordance with Pluxee's Privacy Policy available on the Web Portal and in the Mobile Application. The User is also obliged to introduce an activation code mentioned on the Card carrier.

4.2. The User, respectively the Client, is obliged to fill in the registration form with correct and up-to-date information, as well as to update his Account when the data in it has changed. Pluxee is not responsible for any damages that may occur as a result of incorrectly completed registration form or of outdated User's or Client's Account.

4.3. The User, respectively the Client, shall select and register an access password which, together with his email address, allows him to identify himself and enter the Web Portal or the Mobile Application and use the available Services. The User and the Client shall keep their passwords secret, shall not write them down on paper or electronic media and shall not disclose them to third parties.

4.4. The User and the Client are obliged to use their Accounts personally. All actions or operations performed in the Web Portal or in the Mobile Application through the User's or the Client's Account will be considered to have been performed directly by the User, respectively by the Client.

4.5. In the event that the User or the Client learns that his password has become known to third parties or that there is a possibility that it has been disclosed to third parties, the User, respectively the Client, shall immediately notify Pluxee about thereof and shall change the password. Until Pluxee receives the notification under the previous sentence, the User, respectively the Client, will continue to bear full responsibility for all actions or operations performed in the Web Portal or in the Mobile Application through his Account. After receiving the notification, Pluxee will provide the User, respectively the Client, with instructions for changing the password (if this has not been done yet) and for protecting the Account's security.

4.6. Pluxee reserves the right to suspend access to the Account without notice and without any compensation to the User or to the Client, if it receives information that it is being used or that it is at risk of being used by persons other than the User or the Client. In this case, the access to the Account is restored after taking the necessary actions to ensure its security.

4.7. The User and the Client may receive system messages and administrative information related to the functioning of the Services to the e-mail addresses provided by them.

4.8. Cookies may be used to provide the Services. Detailed information about cookies, their purposes and their management are available in Pluxee's Cookie Policy, available on the Web Portal and in the Mobile Application.

II. SERVICES FOR USERS

5. Services in the Web Portal and in the Mobile Application

5.1. The User is entitled to add his Cards to his Account.

5.2. For each Card added to the Account, the User has the right to use the Services available in the Web Portal and in the Mobile Application, including balance check, Transaction history, details of each Transaction, blocking of the Card and others.

5.3. Through the Web portal and in the Mobile application, the User can also use additional Services, such as access to an interactive map with the network of Commercial Sites, contact form with Pluxee, news, promotional offers and others.

5.4. Pluxee reserves the right at any time and at its sole discretion, subject to compliance with the regulations, to change the content of the Services provided to the Card Users, to add or remove Services and to change the design and functions of the Web Portal and of the Mobile Application.

6. Usage of the Card

6.1. The Vouchers loaded on the Card can only be used in the network of Commercial Sites on the territory of the Republic of Bulgaria, within their validity terms and up to the amount available on the Card.

6.2. The Card shall be activated by performing a contact Transaction by introducing the Card in the POS terminal and by entering the PIN-code.

6.3. Transactions are authorized upon using the PIN code provided to the User, which shall be mandatory entered when exceeding a certain amount for the specific Transaction or when exceeding a certain number of Transactions according to the rules of the POS network. The User shall not provide the Card and shall not disclose its PIN code or any other Card data (*e.g.* CVV2 code, card number) to third parties.

6.4. To use his card on the Internet, the User shall abide by the instructions he receives. This may include entering the following details from the Card: names, number and validity period (indicated on its front

side), as well as CVV2 code (indicated on its back) as well as using a 3DS Dynamic Password authentication model. In such event, the dynamic password (which is a one-time unique 6-digit code) will be generated once at the time of transaction request and provided to the User by sending a free SMS to the mobile phone number registered by him in the Mobile Application or the Web Portal.

6.5. The User is obliged to use the Vouchers for the purchase of food and food products. The use of the Vouchers for the purchase of other categories of goods or services is possible only when this is expressly permitted under the applicable legislation. As a result, Vouchers loaded on the Card can also be used when paying for food and food products over the Internet in the network of Retail outlets (electronic stores) with which Pluxee has a contract.

6.6. The User is not entitled to purchase wine, spirits, beer and tobacco products by means of Vouchers, to accept the payment of the nominal value of the Vouchers in cash and to make attempts to withdraw cash from the Card, to load amounts on the Card or to transfer amounts available on the Card to other means of payment.

6.7. Pluxee shall not be responsible for the quality and availability of the goods and services at the Commercial Sites. In this sense, the User should address all his claims and complaints in relation to such goods and services directly to the merchant operating the relevant Commercial Site from which they were purchased. Pluxee shall not be responsible for rejection of the Card due to a malfunction of the POS terminals in the Commercial Site or due to the impossibility of making a payment for any other reason beyond Pluxee's control.

6.8. Pluxee is not responsible in the event that the relevant service provider does not ensure the transmission or does not deliver the SMS message with a 3D dynamic password on time, as well as in cases where due to circumstances beyond Pluxee's control (power cut, lack of Internet connection, coverage of the mobile network, earthquakes and other disasters and force majeure circumstances), the SMS message/other electronic message is not sent, respectively received by the User. Pluxee is not responsible for the damages caused by the actions/inactions of third parties, as well as for wrongly entered data submitted and/or not updated by the user, such as a mobile phone number, etc. A mobile number update can be done in the mobile application or in the web portal by the user.

7. Validity term

7.1. The Card is valid until the last day of the month indicated on the front of the Card.

7.2. In accordance with the applicable legislation, the validity term of the Vouchers is 12 months, starting from the date of issuance of the order for the individual quota received by Pluxee, under which the Voucher was granted. The Vouchers can be used only within their validity term and after the expiry of this term they are considered annulated and cannot serve as means of payment. For each Transaction with the Card, the available amounts of the Vouchers with the shortest remaining validity term are deducted with priority.

8. Lost or stolen Card

8.1. The User is obliged to properly store the Card and protect it against theft, loss, misuse and unauthorized transactions.

8.2. In the event that the Card is stolen or lost within its validity term, or if there are suspicions of unauthorized transactions, the User shall immediately block the Card through the Web Portal or through the Mobile Application, or by contacting Pluxee's customer service by phone. The User shall be responsible for the transactions carried out by using the Card until the moment it is blocked.

8.3. The User may ask the Client to request the reissuance of a blocked Card. The Card is reissued after payment by the Client to Pluxee of the due fee. The current balance of the blocked Card and the validity term of the Vouchers loaded on it are transferred to the new Card.

9. Price of Services

Pluxee does not charge Users any fees related to the use of the Services available in the Web Portal and in the Mobile Application.

10. Customer service

The User may contact the Pluxee's customer service by one of the following ways: by phone at: +359 070040700 from Monday to Friday from 9h00 to 18h00; by email at: cards.support@care.pluxee.bg

III. SERVICES FOR CLIENTS

11. Clients Web Portal for online ordering of Vouchers

11.1. The Web Portal allows the creation of an Account by a person authorized by the Client to manage on behalf of the Client the processes related to the ordering of Vouchers.

11.2. The Account entitles the Client to place orders for the issuance, provision and loading of Vouchers, to view the orders placed, to view and download the invoices issued by Pluxee, to generate inquiries and request other services (hereinafter "**Services for the Client**").

11.3. All actions and operations in the Web Portal in connection with the Services for the Client are considered to be performed on behalf of the Client. The Client shall be fully responsible to the Users and shall settle directly with them all claims related to unordered Vouchers, non-loaded or untimely loaded Vouchers, blocking of Cards at the Client's request and other actions or inactions of the Client or of each person authorized by him.

11.4. The access of the person authorized by the Client to the Services for the Client may be terminated by Pluxee at any time and without prior notice, at the simple request of the Client.

11.5. Pluxee reserves the right, at its sole discretion and without prior notice, subject to compliance with regulations, to change the content of the Services for the Client, to add and remove Services for the Client, and to change the design and functions of the Web Portal and the Mobile Application.

IV. FINAL PROVISIONS

12. Intellectual Property Rights

The content of the Web Portal and of the Mobile Application, including the software and its source codes, databases, images, graphics, texts, photos, audio and video materials, trademarks and all information published on the Web Portal and on the Mobile Application, including their graphics layout, are the exclusive property and subject of copyright of Pluxee or of the merchants operating the Commercial Sites. Any use, copying, modification, imitation, reproduction or distribution of the content or the graphic layout of the Web Portal or of the Mobile Application in any form, without the express written consent of Pluxee, is prohibited and will be considered a violation of the intellectual property rights of Pluxee or of the relevant merchants operating the Commercial Sites.

13. Applicable law. Competent Court. Applicable version

13.1. The law of the Republic of Bulgaria shall apply to all issues not regulated by these Terms and Conditions. Disputes between the parties should be settled by negotiations and in a spirit of good understanding. In the event that the dispute cannot be resolved through negotiations, it will be referred to the competent Bulgarian court.

13.2. The Terms and Conditions may be available in different language versions. In case of discrepancy between the Bulgarian and other language versions of these Terms and Conditions, the Bulgarian version shall prevail.

13.3. The Terms and Conditions may be amended and supplemented at any time at Pluxee's sole discretion. Any amendment and/or addition to the Terms and Conditions will become effective for the Clients and the Users upon expiry of a period of 14 days from the date of announcement of the new version of the Terms and Conditions on the Web Portal, respectively in the Mobile Application.

Version applicable from 01.09.2025

Record of changes:

Terms and conditions valid until 31.08.2025

Terms and conditions valid until 12.11.2022