

## CashbackPlaza Terms of Use

These Terms of Use apply to the cashback platform CashbackPlaza, part of CashbackPlaza B.V., located at Planetenveld 35, [3893GE] Zeewolde, Netherlands, and registered at the Business Register of the Dutch Chamber of Commerce under the number 72382910 (hereafter, 'CashbackPlaza').

By registering for our services and agreeing to our Terms of Use, you agree that these Terms of Use, Cookie Policy and the Privacy Policy apply to the agreement between you and CashbackPlaza. The agreement is only concluded when you have confirmed your registration via the link in the confirmation email from CashbackPlaza.

We advise you to read these Terms of Use, Cookie Policy and the Privacy Policy carefully and keep a copy of them for your own records.

### **Article 1: Definitions**

In these Terms of Use, the terms and expressions (both singular and plural) below are defined as follows:

- **Advertisers:** the advertisers (including Webshops) who are affiliated with CashbackPlaza and where, in most cases, you can earn Cashback;
- **Participant / You:** a natural person who resides in the country where the CashbackPlaza account is created and concludes an agreement with CashbackPlaza for participation in the Cashback Platform;
- **Service:** CashbackPlaza's service, which the Participant agrees to and which consists of (i) a Cashback Platform through which Cashback can be saved and (ii) the sending of CashbackPlaza Notifications;
- **Cashback:** the money that Participants can earn as Cashback via the Cashback Platform;
- **CashbackPlaza Notifications:** notifications that CashbackPlaza sends in the context of the Service, containing, for example, an overview of the Cashback saved; offers from Advertisers and market research through which you can, in most cases, earn Cashback; your use of the Service; and other information about CashbackPlaza and its services. Notifications may be made via various communication channels including, but not limited to: the Website, email, browser push messages and push messages via the app;
- **Website:** the website [www.cashbackplaza.com](http://www.cashbackplaza.com);
- **Webshops:** the webshops affiliated with CashbackPlaza, listed on the Platform;
- **Platform:** CashbackPlaza's Cashback platform, through which Participants can earn and withdraw cashback. The Platform comprises all channels on which CashbackPlaza is active. This includes, but is not limited to, the Website [www.cashbackplaza.com](http://www.cashbackplaza.com) and the CashbackPlaza app.

## **Article 2: Cashback Platform**

**2.1** Under the conditions included in these Terms of Use, CashbackPlaza offers you the opportunity to participate in the Cashback Platform and earn cashback.

**2.2** Cashback can be earned in various ways: for example, by making online purchases at a Webshop or participating in free promotions as stated on the Platform.

**2.3** Cashback can be exchanged for money or coupons or donated to charity. The minimum payout limit and costs per payout are listed per payout type on the CashbackPlaza Platform. In your account, you will find an overview of the Cashback you have earned. Payment types may change over time; check the Website for the current payment types.

**2.4** CashbackPlaza withholds a part of the annual Cashback earned by each Participant. CashbackPlaza uses the amount withheld to pay for the ability to offer the Service. The amount of the annual Cashback withheld is stated on the CashbackPlaza Platform, including on the Website. The amount of the annual Cashback withheld may be adjusted by CashbackPlaza at any time without informing the Participants about this change other than by means of a statement on the Website.

**2.5** Cashback is personal. You cannot trade or otherwise transfer the Cashback to third parties, including other Participants. Cashback cannot be used outside of the Cashback Platform.

**2.6** Cashback will automatically expire as a result of the termination of the agreement.

## **Article 3: CashbackPlaza Notifications**

**3.1** The Service includes the delivery of CashbackPlaza Notifications if you have given permission for their delivery. In many cases, you can earn Cashback via these CashbackPlaza Notifications. CashbackPlaza bears no obligation to send a minimum number of CashbackPlaza Notifications.

**3.2** Depending on your personal notification settings, CashbackPlaza Notifications may contain information about CashbackPlaza, market research providers or Advertisers' offers. Note: CashbackPlaza cannot indicate in advance from which Advertisers or market research providers the information or offers originate. These parties may be selected, for example, on the basis of the personal information you provide.

**3.3** CashbackPlaza Notifications may be specially tailored to you on the basis of personal data and personal information from your account and your use of our Service. CashbackPlaza Notifications are therefore not the same for all Participants. As a result, it is important to keep the information in your account up-to-date.

**3.4** By opting to receive notifications with the information of your choice in your personal notification settings, you explicitly give CashbackPlaza permission to:

(i) send CashbackPlaza Notifications with the information you have chosen to you at the agreed-upon frequency. Email notifications are sent to the email address linked to your CashbackPlaza account;

(ii) use personal data, personal interests and information from your account to select and compile the content of CashbackPlaza Notifications.

For more information about the use of your personal data and personal information, refer to our Privacy Policy.

**3.5** CashbackPlaza is not responsible for the offers, products and services of Advertisers. If you have any complaints regarding an offer, product or service, you should contact the relevant Advertiser.

**3.6** Based on the personal notification settings that you have chosen, CashbackPlaza Notifications may contain information and offers regarding participation in an Advertiser's online survey (in this case, the Advertiser is an independent research agency). Participation in such research is always anonymous; the answers and data you enter will be processed completely anonymously by the research agency. This data, therefore, can never be traced back to you. If you have any questions about this, you can always contact the relevant research agency.

#### **Article 4: Conditions for the Use of the Service**

**4.1** If you are younger than 16 years old, you must have permission from your parents or guardian and have a permanent residence or residence in the country where you create a CashbackPlaza account in order to use the Service. In addition, you must create an account and enter personal data. You can log in to your account using the email address and password you entered.

**4.2** You are not entitled to (i) create multiple accounts or (ii) use the same email address for multiple accounts.

**4.3** Each CashbackPlaza account may only be managed and used by one person. Each person must therefore create and use their own account. Multiple accounts within a household are allowed, provided the aforementioned condition is met.

**4.4** You guarantee that all information you enter into your account is complete, correct and up-to-date and that you will only use your account for yourself. CashbackPlaza reserves the right to validate and/or verify your account data. If your details change (for example, if your email address or home address changes), you must notify us of these changes as soon as possible on the CashbackPlaza Platform.

**4.5** You must treat your login details confidentially and are responsible for all use of the Service via your email address and password combination.

**4.6** CashbackPlaza may offer you the opportunity to earn Cashback by purchasing and/or using services or products from an Advertiser. You should only do so if you are actually interested. If it is found that you are making an incorrect or false registration or order, or if you cancel or revoke an order or registration with the Advertiser, CashbackPlaza is entitled to revoke the Cashback and/or block your account. Participants may be obliged to submit order and/or payment confirmations for the purchase of services and/or products from the Advertiser at the request of CashbackPlaza in order to verify the Cashback earned.

#### **Article 5: Winning Prizes through Promotions**

**5.1** CashbackPlaza sometimes organizes various promotions (for example, games or competitions) to win Cashback or other prizes. These promotions are always announced via the Cashback Platform and/or CashbackPlaza Notifications. We therefore advise you to monitor the CashbackPlaza Platform.

**5.2** Additional promotional terms and conditions and, if relevant, an applicable code of conduct for promotional games of chance may apply to these promotions. Such conditions will be announced separately. By participating in a promotion, you agree to the applicable promotion's conditions. Prizes will only be awarded if you meet the promotion's conditions.

#### **Article 6: Withdrawing Cashback**

**6.1** The minimum payout limit and the costs of a payout differ based on payout type and are stated on the CashbackPlaza Platform.

**6.2** The ways in which saved Cashback can be paid out may change without prior notification. CashbackPlaza strives to have a diverse range of payout options in every country. Such payout options may include payment to a bank account, coupons, PayPal, or donations to charity. Bank payments can only be made to bank accounts corresponding to the country of the user's CashbackPlaza account.

**6.3** A request for a payout to your bank account will be verified and processed within one month after said request.

**6.4** CashbackPlaza's electronic accounting serves as proof of payment and is subject to written proof provided by the Participant to the contrary.

## **Article 7: Privacy and Personal Data**

**7.1** In order to be able to provide the Service, CashbackPlaza must process your personal data. CashbackPlaza records personal data in a file.

**7.2** CashbackPlaza ensures that the processing of personal data complies with the applicable General Data Protection Regulation and other privacy legislation, including regulations in the field of e-marketing as stipulated in the Telecommunications Act. The Privacy Policy applies to the CashbackPlaza's use of personal data.

## **Article 8: Service**

**8.1** CashbackPlaza has compiled (the content of) the Service, including the Website and the Cashback Platform, with the greatest possible care but does not offer any guarantees, promises or indemnities of any kind. In particular, CashbackPlaza does not guarantee that:

- the Service, Platform and Website will work without interruption and be free of viruses, trojans, other errors, imperfections and/or defects, or that defects can be remedied;
- the Platform, Website and CashbackPlaza Notifications, along with the information and offers contained therein, are suitable, up-to-date, reliable and lawful;
- there is no incomplete or incorrect information in the Cashback balance;
- third parties will use the Service, Platform or the Website lawfully.

**8.2** CashbackPlaza makes every reasonable effort to protect the Service, Platform and Website against loss and/or any form of unlawful use of your personal data or account. CashbackPlaza implements appropriate technical and organizational measures as part of this effort.

**8.3** CashbackPlaza is entitled to temporarily shut down or limit the Service, Platform and Website in the event that such a measure is necessary to, for example, maintain or alter them, without giving rise to any right to compensation.

## **Article 9: Liability**

CashbackPlaza and its directors are exclusively liable for direct damage due to an attributable shortcoming in CashbackPlaza's fulfillment of the agreement. CashbackPlaza's total liability never exceeds €20.00 per event, wherein a series of events is considered to be one event. Any liability of CashbackPlaza for indirect damage, including, but not limited to, consequential damage and damage due to loss of Cashback, is excluded.

## **Article 10: Termination**

**10.1** You can terminate the agreement with CashbackPlaza at any time by deleting your account on the CashbackPlaza Platform along with your account details or using the unsubscribe link, which is always included at the bottom of each CashbackPlaza email.

**10.2** The agreement ends automatically when the Participant dies.

**10.3** CashbackPlaza will terminate the agreement if you have not used the Service for an uninterrupted period of twelve (12) months. Prior to the end of this period, CashbackPlaza will send you a warning email and request that you use the Service again by logging into your account. If you subsequently do not log into your account within the mandatory period, CashbackPlaza will terminate the agreement after the period of twelve (12) months.

**10.4** Without prejudice to its other rights and without liability for damages, CashbackPlaza is entitled to terminate the agreement immediately if:

- technical or economic reasons or (changes in) laws and regulations make it necessary;
- CashbackPlaza has a reasonable suspicion that you are acting in violation of Article 4.1, 4.2, 4.3, 4.4 or any other obligation under the agreement (including the Terms of Use) or making unauthorized use of the Service and/or otherwise causing damage to CashbackPlaza, other Participants or Advertisers.

**10.5** In case of disappointing results, CashbackPlaza is entitled to stop the Service and cancel the agreement with due observance of a notice period of one month without being liable for damages.

**10.6** After the termination of the agreement, your account will be deleted and the Cashback you have saved will automatically expire. All requests for payment submitted before the date of termination will be handled by CashbackPlaza in accordance with the stipulations of Article 6.3.

**10.7** The termination of the agreement has no consequences on any relationship or agreement that you have entered into with Advertisers.

## **Article 11: General**

**11.1** CashbackPlaza is entitled to change the Terms of Use (including the Privacy Policy and Cookie Policy). CashbackPlaza will publish the amended version on the Website or send it by email at least one month before it comes into effect. If you do not agree with the changes, you can cancel the agreement. If you continue to use the Service after the change, CashbackPlaza will presume your acceptance of the new version of the Terms of Use.

**11.2** All intellectual property rights (including, but not limited to, copyright, database rights and trademark rights) with regard to the Platform, Website and CashbackPlaza Notifications, including texts, images, designs, photos, any other (still and/or moving) materials, and software are held by CashbackPlaza or its licensors. You may not reproduce, change, make public or in any way incorporate into other material the Platform, Website, CashbackPlaza Notifications or any part thereof.

**11.3** The agreement is governed by Dutch law.