



GENERAL TERMS & CONDITIONS FOR PARTNERS

Vegannexion LTD is a business entity based in London UK, founded on the 7th of November 2018, with the company number: 11664517.

It is inscribed in the Trade register of England and Wales with SIC codes: 96090.

Vegannexion LTD offers a service called 'Vegannexion' for which this contract is constructed and subsequently accepted.

This contract between Vegannexion LTD and a 100% vegan business entity that uses Vegannexion (in the rest of the document – Partner), does not serve to establish or form any kind of employment, commercial services between entrepreneurs or professionals, nor any kind of legal entity (it specially doesn't serve to form a part of any kind of association).

Partner's contractual capacity is with Vegannexion LTD and it only serves to establish the conditions for the participation of Partner in Vegannexion loyalty program as well as the conditions of the use of Vegannexion prepaid card in Partner's establishment and/or web page which is the subject of these General Terms & Conditions.

The participation of Partner in regard to the aforementioned contractual capacity is conducted under the exclusive responsibility of each Partner, hence legally independent of Vegannexion LTD.

General Terms & Conditions for Vegannexion Partners (In the rest of the document "GTC") is legally binding.

Accepting GTC, the Partner representative acknowledges that he or she has read the entire content of this document in complete understanding and that he or she agrees to adhere to the content of this contract starting from and including the day Partner accepts this GTC.

1. Vegannexion LTD has designed an online platform that aims to stimulate and increase the consummation of 100 % vegan products and services provided by Vegannexion partners.

2. In addition, the technological platform called Vegannection (property of Vegannection LTD) made public under the webpage www.vegannection.com relies on a loyalty system that allows the users to make purchases under better conditions than usual, optimizing their resources and time, for which partner establishments will not obtain just more clients, but will also reach more loyal clients with greater buying power.

3. A 100% vegan establishment becomes a Partner by filling out and submitting the online sign up form and accepting these GTC that are found at the bottom of the mentioned sign up form that will be sent to the Partner by Vegannection LTD via email.

Partner representative declares the Partner is, in fact, 100% vegan meaning that in no way, shape or form does it use any kind of animal products, animal derivatives nor products that have been in any way, shape or form tested on the animals and that the information provided to Vegannection is correct and acknowledges that by giving false data, he or she exonerates Vegannection LTD of any accountability and becomes a subject of penalization under the discretion of Vegannection. Partner representative also agrees to inform Vegannection LTD without any undue delay of any changes to the data given at the time of the registration.

4. Vegannection LTD will treat with sufficient confidentiality, in accordance with the Data protection law, all the information Partner gives, except its' brand, address and all the data necessary within the commercial offer.

5. Vegannection provides each physical partner with its own mobile application "Vegashier" and each online partner with the code for the implementation to their web. Both free of charge. Vegashier app serves to process Vegannection cards and manage the presence of its establishment on the Vegannection map (put its location, its, schedule, specific offers, etc).

6. The Partner must keep its Vegashier access data or code, secure and confidential. Under no circumstances must third parties be given this information.

7. The Partner accepts the obligation to notify Vegannection without delay of any improper use of its Vegashier app. The access to the app will be immediately blocked and new access data will be sent to the Partner via email.

8. Partner obliges to follow the operational instructions provided by Vegannection in order to correctly charge Vegannection cards.

9. Vegannection LTD obliges to tend to Partner's requests and implement those changes that can benefit all the stores that are a part of a network, without any damage in case of not immediately implementing or discarding certain changes for reasons that will be shared with Partner.

10. Vegannection LTD obliges to regularly perform weekly calculations in order to make money transfers to the bank account the Partner provides. Vegannection LTD also obliges to send monthly invoices to the Partner via e-mail.

11. Partner obliges to assume responsibility for the e-mail address given during the registration because it is there where it will receive the weekly invoices.

12. Being a part of the network of Vegannection partners does not have any initial nor monthly costs. Partner will only be charged commission on the value of the purchases made by the Vegannection cards.

13. In case Partner wishes to accept the return of the product paid by the Vegannection card, Partner obliges not to refund the consumer in cash. In case of such event, Partner obliges to inform Vegannection LTD of the product being returned indicating the following:

- a) Client's telephone number
- b) Exact price value of the returned product
- c) Date and time of the purchase of the returned product (found on the purchase receipt)

14. This agreement does not establish any period of permanence. Present agreement can be terminated at any moment by both of the parties. This decision must be announced in writing and, at least, 10 days in advance.

15. Failure in completion of any of the stipulations stated in the present agreement will cause the immediate termination of the agreement, without any damage caused by not undertaking legal actions should any of the parties deem it as convenient.

16. Partner commits to not revealing the internal processes of the platform and to not replicate the operating policy of Vegannection.

17. As the party responsible under data protection law, Vegannection LTD collects, stores and processes The User's data, insofar as this is necessary to execute and operate Vegannection as well as calculate the benefits of Vegannection users.

By accepting these GTC, The Partner accepts to voluntarily provide personal information and declares that he agrees with the obtainment, storage and usage of the provided data having the right to access, correct, and edit the data in accordance to the applicable law provisions.

18. Vegannection LTD uses established security equipment and methods to protect its Users' data from unauthorized access. The liability of Vegannection LTD for the security of data transmitted on the internet is governed by Clause 17.

19. Nothing in this agreement shall render Vegannection LTD or its subsidiaries, liable for (a) death or personal injury caused by its or their negligence (b) fraud or (c) any other liability which cannot be excluded or limited under applicable law.

19.1 Subject to Clause 19, Vegannection LTD and its subsidiaries shall not be liable to Partner for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.

19.2 Any other damage or loss claim remains excluded, especially in those cases when Vegannection LTD has no liability, responsibility nor any kind or guilt, for example, in cases of:

- (a) Interruptions in Partner's internet access availability;
- (b) other technical and electronic errors (i) which may occur during the on-line transmission of data, as well as (ii) during the use of Vegannection internet website, (iii) Vegannection notification services or (iv) Vegannection mobile apps, always when aforementioned errors do not fall under the responsibility nor liability of Vegannection;
- (c) technical and electronic errors not caused by, nor under any kind of responsibility of Vegannection, which impede the register and execution of purchases made under Vegannection friendship plan, especially, any eventual system failures and data loss that consequently may occur;
- (d) unavailability and / or inaccessibility of mobile phone service providers, and
- (e) improper functioning of Partner's mobile phone or computer devices.

19.3 Subject to Clause 19, Vegannexion LTD and its subsidiaries have no accountability and shall not be liable before the user for the failure of a Partner to sell or supply the goods or the services required by the client.

20. Any amendments to these GTC communicated to Partner in writing and any other contractual agreements between Partner and Vegannexion LTD are deemed to have been accepted by Partner unless Partner opposes their validity within thirty days following reception of the amendment notification.

21. Words in the singular will include the plural and vice versa. A reference to one gender will include a reference to the other gender as well as to legal entities.

22. Should any stipulation of these GTC be completely or partially invalid or unfeasible, the validity of the remaining stipulations will not be affected.

23. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of United Kingdom. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

24. The parties irrevocably agree that the courts of London, UK shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation, including non-contractual disputes or claims.